Person-Centred Homes and Support Networks

Creating a Home and Good Life of My Own

Sharing Experience Series

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Formal agreements developed by
Guelph Services for the Autistic
in its role as a housing trust

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CREATING A HOME AND GOOD LIFE OF MY OWN

FORMAL AGREEMENTS DEVELOPED BY GUELPH SERVICES
FOR THE AUTISTIC IN ITS ROLE AS A HOUSING TRUST

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Other Resources available from GSA:

1. ***Creative Supports for Vulnerable Citizens: videotape summary of highlights.*** All presentations and also Reflections—a lunch-hour rap session with all the speakers). 49 minutes, VHS format, professionally recorded and beautifully edited. *$25 plus $10 if postage and packing required.*

2. ***Creative Supports for Vulnerable Citizens: Papers from the Guelph Spring Conference, April 2005***. An 80-page book containing edited text with illustrations of all sessions, and with information about the displays of creative initiatives. *$15 plus $5 if p&p required.*

Special Combo offer: Video and book together: $50 including postage and packing

GSA shelters Bridges over Barriers, a support group of self-advocates who use AAC to express themselves. Click for more:
http://www.ont-autism.uoguelph.ca/Bridges-2007.html

Another service maintained by GSA is the
Ontario Adult Autism Research & Support Network at
http://www.ont-autism.uoguelph.ca/

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Creating a Home and Good Life of My Own

Guelph Services for the Autistic (GSA) has functioned as a housing trust since 1997. Its mission and main focus is to help adults with autism to have their own homes and to live with dignity and safety in our communities, supported by family and friends--and with self-directed planning, individualized funding, and infrastructure services as needed. Adults assisted in this way to have their own homes are GSA's "active members", other supporting friends being "associate members." Because other families and organizations are interested in following the path pioneered by GSA, we have compiled this guide to its various agreements and procedures as possible models, with some explanatory text.

Why and how did GSA develop into a housing trust?

From its incorporation in 1980, GSA's founding members were looking ahead. Their sons and daughters, then in their early teens, had quite severe symptoms of Autism. Autism was defined much more narrowly than it is today, and numbers were small, so there were no local services and even special education was not yet mandatory. Special Services at Home funds were scarce. Our young people sometimes had to live away from their homes or commute long distances to get any Government-funded programs designed for their needs.

As an advocacy and ginger group, GSA worked through several generations of proposals for adolescent and adult residential services. We spoke up for persons with Autism and organized meetings around various themes. While we engaged the interest of Ministry and agency staff, our wonderful proposals were never actually put into effect. From 1991, we collaborated with our Waterloo neighbours in the incorporation of Waterloo-Wellington Autism Services (WWAS), which managed to obtain Government funds for two successive pilot projects over the next four years—to develop Autism information and resources, and then for "enhanced supported employment."

A combination of factors in the mid-1990s influenced GSA's sense of purpose. The Ontario Government was closing the institutions or "facilities" that housed thousands of people with developmental disabilities. Incentive funding was offered

to agencies to accept people being "re-patriated" to their home communities and usually to accommodation in group homes.

We were very aware that our friends with Autism did not fit comfortably into institutions or group homes. Their special needs were inadequately understood and the staff thought of them as challenging and barely manageable only with physical or chemical restraints. Their families were too often excluded from their lives. We felt there had to be a better way, in which vulnerable persons would be listened to deeply and their families respected and included.

In the same period, governments at all levels were cutting off social housing funds that had supported some earlier innovative projects.

But there were also signs of hope. People with Autism, when given the opportunity to use Alternative and Augmentative Communication (AAC), showed that they could both understand what was going on around them and express their thoughts and feelings reliably.

Progressive ideas, of tailoring supports to the individual person and building community resources to include them, were gaining ground. Individualized funding, pioneered in British Columbia and later adopted as official government policy in Alberta, was being discussed in Ontario. Workshops on these new approaches were offered by Homes for Adults with Autism and Pervasive Developmental Disorders (HAADD) in Toronto in 1996. With others who advocated alternatives to the traditional services and more choice for persons with disabilities, we were associated in early meetings of the Individualized Funding Coalition for Ontario (IFCO) and have continued to be connected.

GSA's re-orientation in 1997 was triggered by the urgent needs of one person. "Anthony" (let us call him that) lived with quite severe symptoms of Autism and had some very unhappy experiences of group living. His parents were his only family in North America. The tragedy of his twin sister's accidental death concentrated the minds of his parents and friends to devote resources and energies to helping him to build a new life of quality and respect. Though he could not speak with his voice, Anthony was able to express himself with supported typing and AAC to ask consistently for "a home of my own" in his home city, among other key elements of a good whole life.

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Pioneer models of "one's own home" for a person with a significant disability were known to us. We were inspired by the individual home and life developed around Catherine Schaefer by her family in Winnipeg in the 1980s. A little later, the NABORS project in Toronto (Neighbours Allied for Better Opportunities in Residential Support) aimed to achieve inclusion for people with disabilities by designing apartments for them in social housing projects that were intended for other tenants as well. In both these examples, the entities responsible for personal supports were different from those that owned and maintained the homes.

Catherine Schaefer was supported physically and emotionally in her large home by several lifesharing companions. We liked the lifesharing (or homesharing) idea very much, as a natural way of encouraging social relationships and building community around the person. In our mind, the focus person would choose the people to share her home and support her; if difficulties could not be resolved, the support people were the ones who had to move on. The focus person stayed in her home. To make this work, it was necessary to have the legal powers of a housing trust which was unencumbered by other responsibilities such as being an employer. To keep the focus on the person and her rights of decision-making, it helped when families were substantial partners in the enterprise—as funders of capital and other costs for the home, and also involved in whatever ways were needed establish the new whole life.

So, for these reasons, GSA in late 1997 took up the new role of housing trust, to enable individual persons with handicapping conditions to own their own homes with the best possible support for everyday living, as a basis for a lifelong continuum of support. Anthony became GSA's willing pioneer, his abilities and needs prompting the fullest development of the model. Responding to his situation, GSA and its lawyers immediately developed GSA's own revised bylaws (Chapter C). Anthony's parents bought a spacious and well-situated property to be his home and made a family funding agreement with GSA (Chapter E). GSA and Anthony signed the occupancy agreement (Chapter F), spelling out everyone's responsibilities in legal and plain language. The homesharing agreement (Chapter G) and procedures were drafted.

All so far had been achieved without official encouragement or help. During 1998, we had to work out ways for Anthony to receive the individualized disability

support funding for which he was eligible, if he was not being sheltered by a traditional agency. For about 18 months, Anthony and his family were in limbo, his family paying for his home and a large part of his support costs. The ideas of a home of one's own and lifesharing were regarded too innovative for the traditional agencies or service system.

Thanks to networks among progressive advocates in Ontario during 1998, we reached Malcolm Jeffreys of Windsor Community Living Support Services, who was then encouraging person-directed approaches for people and families in his jurisdiction as well as what would become the (unencumbered) Windsor-Essex Brokerage for Personal Supports (WEBPS). Malcolm was so glad to see a person, family, circle of friends and housing trust taking on innovative roles, that he offered his agency's help as transfer payment agency. A Personal Support Agreement and statement of Continuous Quality Improvement were drafted and signed by Anthony himself, his parents, and by representatives of GSA and the Transfer Payment Agency (Section H).

Thus within one year of GSA's first re-orientation as a housing trust, five of the eight agreements in this manual had been drafted and put into effect.

As we now see, the other three agreements should come first in an ideal process of developing a good whole life in one's own home. GSA was constrained by Anthony's urgent need for his own home, when he was already able to express his thoughts and needs and had a strong circle of friends. It was only 2-3 years later, and for others besides Anthony, that we realized that a formal supported decision-making agreement (Section A) and incorporated Aroha entity and agreement (Sections B and D) should be made earlier in the process.

What qualities of support have we learned are essential?

1. *The person is centrally involved in planning and realization of a whole life.*
We must listen deeply to the person in whatever mode of communication works for her. It's two-way: we don't just expect her to communicate our way; as friends and supporters, we also try to learn the ways she expresses thoughts and feelings. We don't assume our vulnerable friends cannot understand our language. We try to open our minds to the possibility that they are smarter than we may have assumed. We are continually amazed by their insights and wisdom.

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So an early priority, even when the person is a child or teenager, is to work towards strategies of supported decision-making, using whatever two-way modes of communication work for the person. We support the mantra of the person-directed approach: "Nothing about me without me!"

2. *One's own home is an essential anchor of a good whole life*
For any homeowner, home is a haven, a place to relax and be oneself, a base for activities and interests, a symbol of control over one's life, and a place in which to host friends and express one's individuality. It is also often our biggest investment and the basis of financial security as we get older.

If a home is important to those of us without special needs or complex handicapping conditions, how much more is it vital for people who may have much narrower lives because of a developmental or other disability? A home can be customized for a person with the hypersensitivities that make group living so hard for some—using adaptive and assistive technologies of various kinds.

People who are vulnerable because of complex challenges can grow into pride of ownership, a sense of responsibility, and the joys of being a host. Support people are chosen by the homeowner and enter the home respectfully as they would the home of a neurotypical person. The activities of the home can revolve around the homeowner, who need not be shunted to a day program every weekday. Having one's own home also allows the person to invite homesharers or lifesharers to provide live-in support.

3. *Families (widely defined) are respected and involved for the friends and community connections they make for the person.*
Instead of being sidelined, parents and siblings can remain centrally involved as advocates and interpreters of the person to others. Members of the extended family can also be invited to be part of the circle of friends.

Parents or other family members can choose to invest in their son or daughter's home and good life, now and into the future. A family could contribute all or part of the capital and maintenance costs of the home, with GSA registering the family contribution as a mortgage as on the property. This is not interest-bearing but could be repayable to the lenders or their estate under certain conditions--if the person

dies or wants to move away, or if GSA cannot continue to protect the person's occupancy for any reason.

4. *Each person has a circle of support, also incorporated as an Aroha entity*
Friends are the greatest resource for a vulnerable person—building community and inclusion by sharing parts of their lives and interests, and connecting with others who can offer their friendship as well as opportunities for the person to contribute their gifts. Friends can help to find potential support workers and lifesharers.

Adults with Autism, contrary to stereotypes about ASD, know that friends are their most important allies. Friends accept and like you as you are. Friends understand and help with the ups and downs of your life. Autistic adults may particularly want friends who are neurotypical (i.e., not autistic) because they may have been limited to the company of only disabled people in segregated settings. Above all, they want to have choice in who will be their friends, support workers and lifesharers.

GSA recommends that core members of the circle of friends incorporate as an Aroha entity of personal empowerment and support, in order to complement and eventually succeed the roles of parents. An Aroha is equivalent to the entities known as Microboards or self-directed support corporations elsewhere.

5. *Individualized and self-directed funding and independent planning and facilitation are essential*
The more complex a person's needs, the more individualized the supports should be. Everyone is different—in their dreams, gifts and needs—and people with Autism may have little else in common. Vulnerable people should not be squeezed into moulds, for administrative or financial convenience. Plans should be individualized and evolving, indicative and flexible rather than binding blueprints. We know that a good whole life must have certain qualities, but we cannot foretell exactly how we will get there. There should be room for the serendipity factor, when some wonderful opportunity may open up unexpectedly.

GSA supports the balanced division of responsibilities among several kinds of entities. As a housing trust, GSA's function is to hold and administer property in trust for a person's lifetime, subject to any necessary personal and financial safeguards. An Aroha has powers to support the person with all necessary funds and in contracts and agreements with any people or organizations that provide

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service. An Aroha's directors also support the person with supported decision-making in the three areas of financial/business matters, health, daily living and personal care. Planning, facilitation and brokerage of supports should be independent of any service-providing organizations. Everyone concerned agrees on the Personal Support Agreement and protocol for continuous quality improvement to ensure that a person's plan is well co-ordinated to achieve what he wants.

6. *Keeping connected with others who are thinking creatively and pioneering better ways of supporting people who are vulnerable because of disability*
GSA itself has taken the lead in some of this. In November 2001, we organized the Guelph Focus on Microboards workshop, led by David and Fay Wetherow of British Columbia. GSA's Autism Support Project: Information, Resources, Empowerment (ASPIRE) from 2002 to 2005, among other things encouraged vulnerable person with their families to plan, often using the PATH approach (Planning Alternative Tomorrows with Hope). In April 2005, GSA offered a conference and workshops in Guelph to feature new forms of Creative Supports for Vulnerable Citizens, and also published proceedings of this event and a summary videotape under the same title. GSA also hosts the Creative Supports electronic network in association with its Ontario Adult Autism Research & Support Network website. For a discussion of new ideas by two leaders in our 2005 conference, see also ***Pathways to Inclusion: Building a New Story with People and Communities*** by John Lord and Peggy Hutchison (Captus Press, 2007).

Who could find the GSA model useful?

This summary of GSA's experience is not a blueprint for all. We hope that it will spark hope and ideas of possibilities, with the knowledge that these strategies have worked in Ontario. Persons with a disability, parents, siblings and extended family, friends, neighbours, community, agencies and society as a whole can all benefit from this approach.

The full GSA model is appropriate when a person and her family and friends want to plan a person-directed life for the long term, and have access to family funds for the capital costs of the home and to individualized funding for disability supports. The best sequence of steps is as follows:
1. The person is encouraged to express herself on all her wants and dreams, and importance of a home of her own in her life; and everyone in her circle makes a

commitment to listen and to support in whatever ways are needed. This process may be helped by an independent planner.
2. Family and friends organize themselves into a larger circle of friends, with a core group able to incorporate as an Aroha entity.
3. Parents (or other family members) plan whatever financial resources they can contribute to the capital costs of the home.
4. The person, with help from the Aroha and/or an unencumbered broker, seeks direct individualized funding and negotiates agreements with any community organization or agencies needed for personal supports or infrastructure services.
5. Relevant legal agreements are made among GSA and all parties.
6. Friends seek good people to be interested in lifesharing or homesharing or as support workers or tutors, the Aroha conducts searching interviews, and agreements are made with whomever proves suitable.

In one variant of the full GSA model, some persons and families may be interested in a deferred version. Parents may continue to live with their son/daughter but intend to deed the family home to GSA when they become too old or ill to provide active support. GSA could make a conditional agreement to administer the home and to respect the person's decision-making, on condition that an Aroha entity is already involved in relationships and responsibilities. The family might gradually make plans that are consistent with GSA's role. Once the occupancy agreement becomes effective, its features would be as in GSA's full model.

With a combination of social housing and family funds, GSA could sponsor and co-ordinate a co-op or cohousing community of 4, 6, 8 or more individual apartment units sharing a community centre. The GSA set of agreements would be used to support each person taking part in such a project.

Various of GSA's model agreements could also be used alone, or could inspire analogous agreements. A supported decision-making agreement (Section A) and an Aroha entity and agreement (Sections B and D) are recommended for everyone who is vulnerable, especially those whose families may be anxious about the future. The person-centred and person-directed qualities of the Occupancy Agreement (Section G) and Personal Support Agreement (Section H) are good models for other agreements that may be made by a person with complex disabilities.

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"I have my own home and it revolves around me."

Endorsement by GSA's Pioneer

"People should know what a wonderful home I have and the things I do every day. I have my own home and it revolves around me. I know everyone who comes here is friendly to me. I'm sorry more people can't have this. I have this because my parents are good advocates and they also paid for my home. My parents, my Aroha and GSA listen to me and respect my decisions. I want to encourage people to not give up trying for individual funding and services.

"I think IF has made all the difference for me. I might tell people that it is essential to get IF, because it is the only way to give people choices and options. We must have the freedom to have our own life, choose our own path, choose our own supports. I think we need to know we can provide for our own supporters, so we can choose good ones.

"I think I am comfortable and safe here. My garden is heaven on earth. It is a friendly neighbourhood. I get out a lot and they see me. I like to greet people when they greet me. I try to smile. My dogs are my friendmakers. I love to walk with them.

"In my home, I have space for different things, room to do things like music, art and the computer, and my bedroom and bathroom are private. There are sensors on the bedroom and bathroom doors if I need to get help. There is an apartment in the basement and more bedrooms upstairs and many bathrooms. It was a real adult accomplishment when I first used my electronic key to open the front door.

"I'm happy with our progress. Well planned and not stressful. I grow into each step. I like to be a pioneer but it is too slow and scary sometimes. I might get the wrong people. I have lots of good people in my life. My Aroha and GSA have promised to go on supporting me after my parents die."

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GLOSSARY OF TERMS

Term or abbreviation	Literal meaning	Explanation
AAC	Alternative and augmentative communication	Communication systems (often using computerized devices) to help reliable self-expression by people who cannot use their voices and may have movement disorders.
Agency	Social service agency or transfer payment agency	Incorporated service organization funded by Government to provide services by staff to clients.
Aroha	Incorporated entity of personal empowerment and support	Formal and legal core of a circle of friends, with values and powers like a microboard's. A necessary part of the GSA model.
AS	Asperger Syndrome	Form of autism named for Hans Asperger who identified its symptoms and patterns of behaviour in 1944. Used in English-speaking world only since early 1990s. People with Asperger's tend to have socialization rather than communication difficulties, and may need less intensive support than people with Autistic Disorder.
ASD	Autism Spectrum Disorders	Term dating from 1993-4, in Diagnostic and Statistical Manual of Mental Disorders (DSM4), to include Autistic Disorder or classic autism, Rett's Syndrome, Childhood Disintegrative Disorder (or Heller's Syndrome), Asperger's Disorder, and PDDNOS.
ASPIRE	Autism Support Project: Information, Resources, Empowerment	Project of GSA from 2002 to 2005, to encourage persons and families living with autism to plan ahead for good lives and personal support networks.
Bridges	Bridges over Barriers	A self-advocates' support group of men who use supported typing and other AAC methods to express their thoughts and feeling. Sheltered by GSA from 2005.
Brokerage	Brokerage for personal supports	An unencumbered service in Windsor-Essex, that helps vulnerable persons and families to plan, access and co-ordinate appropriate

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		services and supports for each person.
Cohousing		An intentional community of people who choose to live close together and share some common amenities as well as each other's company. Each person has a self-contained suite or apartment. GSA might shelter such a project.
Developmental Services		Term for Government-funded services for people who have a developmental disability (sometimes understood to mean an IQ under 70).
FAO	Family Alliance Ontario	A provincial organization, with branches in many regions, that advocates for alternative and innovative supports in which families remain active in the good lives of their vulnerable sons and daughters.
FBA	Family Benefit Allowance	Previous name of ODSP, the income support allowance paid by Ontario to disabled persons.
FC	Facilitated Communicating	A form of AAC to help persons who do not speak to express themselves reliably. Also known as supported typing.
Gentle Teaching		Non-aversive approach to challenging behaviour, including unconditional valuing of individuals, and co-participation in meaningful tasks—the caregiver deepening inner feelings of gentleness in the face of violence.
GSA	Guelph Services for the Autistic	Incorporated 1980; now a housing trust that encourages families to plan and invest in individual homes where their adults with autism can live for as long as they like and need, with the support of circles of friends and aroha.
HAADD	Homes for Adults with Autism. and Pervasive Developmental Disorders.	An advocacy organization in Toronto with goals similar to GSA's.
IF	Individualized Funding	Concept of funding individual persons with developmental disabilities, based on assessment of their needs and abilities, in contrast to block funding of agencies.

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IFCO	Individualized Funding Coalition for Ontario	Umbrella group of Ontario organizations and people pledged to change provincial policy to allow IF funding with self-directed planning and family involvement to become an option.
MCSS	(Ontario) Ministry of Community and Social Services	Source of government funds that may be received by adults with Autism or other developmental disorders, such as ODSP and SSAH and in some cases, individualized forms of funding.
Microboard		Self-directed supported corporation, first created in Manitoba in mid-1980s, and now most numerous in British Columbia under the umbrella of the Vela Microboard Association. In Ontario, see Aroha
OAARSN	Ontario Adult Autism Research and Support Network	Website and Listservs with a focus on adults with ASD, providing information and communication features for self-advocates, families, supporters and administrators. Hosted by University of Guelph.
ODSP	Ontario Disability Support Plan	Income support pension paid to eligible adults with disabilities, who are unable to earn income from employment. Means-tested. Previously called FBA.
PATH	Planning Alternative Tomorrows with Hope	A group planning experience, guided by trained facilitators, in which a vulnerable person, with family members and friends, envisions the elements of a good life and takes the first steps to realize their dreams.
Person-centred planning		A process that recognizes the rights of a person with a disability to express their own dreams and wants, as a guide to others who will try to implement them.
Person-directed planning		Person-centred planning taken a few steps farther, the person with a disability having the right (and whatever support is necessary) to actually decide how resources should be used to implement their plans.
PLAN™	Planned Lifetime Advocacy Networks	Innovative, family-directed organization dedicated to helping families create enduring personal networks around their loved ones with a disability.

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SDMA	Supported Decision-Making Agreement	Tool for vulnerable person to express wishes to guide support and care; an alternative to guardianship
SSAH	Special Services at Home	Government funding to individual disabled children and adults (until now, only those living in their family homes) for skills development and respite. May be administered by an agency or self-administered by family. A model (and modest) form of IF, with average annual amount of $3,000.
TAC	Technology Access Centre	Government-funded resource to provide people with mainly physical or neurological with adaptive technology devices and training so they can communicate or cope better with daily living.
TPA	Transfer Payment Agency	Incorporated entity recognized by MCSS as an agency to receive public funds, which may then be transferred to a person, family, or another organization.
Unencumbered		Independent and free of conflicts of interest. Used of the brokerage system of personal supports, which is separate and distinct from any service agency.
WEBPS	Windsor-Essex Brokerage for Personal Supports	Independent (unencumbered) service pioneered in Windsor-Essex from late 1990s, that helps vulnerable persons and families to plan, access and co-ordinate appropriate services and supports for each person.

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Listening to the Person: Supported Decision-Making Agreement

How do we ensure that the real wishes and values of adults with complex disabilities are respected? Adults with Autism may communicate in ways that others do not easily understand, so others may stop "listening" and may doubt their intelligence. While we may speak up for self-determination and want to respect the tastes and preferences of each person with a disability, in practice or by default we tend to err on the side of safety and protection. How do we protect our loved ones from danger, but also give them room to grow and express their individuality? This is a hard question. Parents may seem over-protective, offering very few choices. Some supporters may be so keen on choice that they would remove all safeguards, so that a vulnerable person may be open to exploitation. One way to both keep people safe and respect their choices is through a Supported Decision-Making Agreement.

We should recognize that almost everyone has some kind of support in making decisions. Most of us make decisions in collaboration with others. We ask advice from experts in various fields and may trust their recommendations even when we do not fully understand financial, legal or medical intricacies. The only real protection for our sons and daughters with a disability is the quality of the committed relationships they have.

Supported Decision-making Agreements are recommended to ensure that adults with complex challenges such as Autism become "the authors of their own lives." These agreements should be set up while parents are still alive to support the process. Institutional and legal alternatives (such as funding for programs and services; regulations and policy; and legal guardianship) all have great weaknesses and are based on false assumptions.

What about legal guardianship? Parents are often unaware that they cease to be the natural legal guardians of their sons and daughters at the age of majority. For them to continue as guardians, their son or daughter must be judged incapable by court order and a guardian appointed to make financial, medical and legal decisions for that person. The drawbacks of guardianship are that all decision-making power is removed from the person, with all citizenship rights, so that in the eyes of the law, he

or she is no longer a person. Obtaining a guardianship order is also costly and time-consuming.

It is possible to keep your son or daughter safe without resorting to legal guardianship. In the chapter on this topic in ***A Good Life*** (2000), Al Etmanski declares that supported decision-making for our autistic son or daughter means:

- They actively participate
- Their views are sought and taken into consideration
- They are surrounded by caring, knowledgeable and trustworthy people who can assist with their decision-making, support their communication, and listen to and interpret their decisions
- Their needs are the primary consideration, not those of the staff or service system
- The focus is on their abilities and wishes
- All their choices and options are considered
- Their tastes, preferences, motives and ability to discriminate are taken seriously
- Their risks, failures and mistakes are recognized as learning opportunities
- Their intuition and feelings have as much weight as their intellectual ability
- All their methods of communication, both verbal and non-verbal, are recognized as valid (p.183).

There are three broad areas of decision-making for a person with a disability:

- Health/medical (emergency and routine) decision-making
- Financial decision-making
- Personal care decision-making

A durable/enduring power of attorney is a good idea for the first two areas, but a more comprehensive Supported Decision-making Agreement (SDMA) is compatible with this too.

An incorporated entity of personal empowerment and support or Aroha (see Section B) fits perfectly with an SDMA, with three or more non-family directors sharing knowledge and responsibilities for health/medical, financial and personal care matters, and able to advocate and request services of a monitor.

Reasons for discussing and making an SDMA:

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- The process is powerful and useful in helping the person with a disability to become accustomed to making decisions.
- The SDMA is a tool to strengthen existing relationships, involve others, and thus help a personal support network to grow and increase its commitment to the person. An SDMA provides status to family and friends and involves a broad group of people who reflect the person's multi-faceted nature.
- The existence of a SDMA creates at least moral authority for assisted or supported decision-making. So far only the Yukon clearly recognizes SDMAs. But if enough people make SDMAs, the moral authority will influence legal authority, as has happened with "living wills" and "health care consent forms."
- SDMAs can enhance existing enduring powers of attorney.

Key components of an SDMA:

- Person with a disability must initiate it.
- Should address three areas: financial/business, health, daily living/personal care.
- Should convey an understanding that decision-making assistance will be based on person's values, beliefs, experiences, preferences—and not on what is perceived by others to be the person's best interest.
- Should identify the ways in which the person expresses preferences, makes choices and conveys understanding,, and if necessary witnesses who are expert in that system of communication and/or know the person well.
- Should contain a clause stating that the intention is to assist and support decision-making while recognizing that an SDMA does not yet have legal power (unless one lives in the Yukon).
- Can identify one or more supporters (individuals to assist with decision-making), with each person's area of responsibility, and name which person may speak on behalf of others, a process for resolving disagreements, and any alternate or replacement.
- Should appoint a monitor who knows the person, is willing to stay in regular contact, and able to:
    - ensure the SDMA is working
    - prevent abuse and exploitation
    - give support and assurance
    - act as contact for person and supporters

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A "Ulysses Agreement" lets a person plan for episodes of mental illness or other intermittent incapacity that may leave them temporarily unable to make decisions of their own. Supporters know, at such times, to remain faithful to the original instructions and to act on the person's behalf in the way previously decided.

References: Al Etmanski, *A Good Life* (2000), chap 5 "Ensuring Choice," pp.178-225.

On the Yukon model, see the following and various other links from it:
http://www.hss.gov.yk.ca/programs/decision_making/adult_protect_decision_act/supported_agreements/

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SUPPORTED DECISION-MAKING AGREEMENT FORM

DATE

NAME OF GRANTOR

ADDRESS

PHONE

DATE OF BIRTH

HEALTH CARD NUMBER

I am making the agreement because I need and want support and guidance from my friends in making some decisions in my life. The reasons I want supporters to help me in making decisions:

I have discussed all this with my supporters and friends and understand the "nature and effect" of this agreement.

SUPPORTERS

1

2

3

4

RESPONSIBILITIES OF SUPPORTERS

A. Financial affairs and legal matters:

- I would like _____and _____ to support, guide and/or represent me in legal and financial matters.
- If either is unavailable, I would like _____to act as the second representative.

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B. Personal Care and Health Care:

- I would like two of the following three supporters _____, _____, _____, to support, guide and/or represent me in health and personal care issues.
- If only one of these three is available, I would like _____to act as the second representative.
- In a medical emergency, if two supporters cannot be reached, then any one of the three supporters may act alone.
- I would like my supporters to inform my parents (names and contact details) regarding significant health-related issues.
- I want the supporters to agree on their decisions. If there is a disagreement between the two supporters, the monitor will ensure that at least three supporters meet and are involved in making a decision that is acceptable to everyone present.
- The monitor will be kept updated by the supporters on all major financial, legal, personal or health care issues.

RESPONSIBILITIES OF HEALTH CARE PROFESSIONALS

Any time there is a question regarding my health or well being, my supporters must be consulted.

MONITOR _____

Address and phone number

RESPONSIBILITIES OF MONITOR

The monitor will maintain regular contact with me and with my supporters. The monitor has no decision-making power and her/his role is to ensure that the SDMA reflects my preferences. If there is a disagreement between the two supporters, the monitor will ensure that at least three supporters meet and are involved in making a decision that is acceptable to everyone present.

EFFECTIVE DATE OF THIS AGREEMENT AND REVIEWS OF THIS AGREEMENT

This agreement will be effective immediately upon being signed and witnessed or This agreement will be reviewed two years after coming into effect and every two years thereafter, or upon the request of myself and/or my monitor and/or my supporters.

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APPENDIX A
DESCRIPTION OF SUPPORTERS' RELATIONSHIPS WITH ME

APPEND1X B
OTHER SUPPORTERS AND THEIR ROLES

APPENDIX C
EXPRESSION OF PREFERENCES

If I am able to give my supporters a clear indication of my preferences, either through eye contact or through body language, then the supporters will act based on my indicated preferences. If I am unable to give my supporters a clear indication of my preferences, then the supporters will act based on their relationship with me, their knowledge, and their shared past experiences with me.

I express my preferences in the following ways:
My likes:

My dislikes:

Note: This should not be seen as the final word regarding my preferences and communication.

ULYSSES AGREEMENT

I hereby authorize my supporters to act in accordance with my previously expressed wishes, if for any reason I am unable to communicate at a critical time.

APPENDIX D: INFORMING RELEVANT PARTIES.
Copies of this agreement given to named persons
Signatures with Dates of Person, Witnesses, Supporters

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Certificate of Witnesses

Full names and addresses of witnesses:

We certify that:

We witnessed the signing of the SDMA made by.... (full name of grantor)

We have both reached the age of legal majority.

Neither of us is a supporter or an alternate supporter.

Neither of us is the spouse, child or parent of a supporter or alternate.

Neither of us is an employee or agent of a supporter or alternate.

We were present during the signing of the SDMA.

We understand that the grantor has had the SDMA read or communicated to him/her and has signed it freely.

The truth of this statement is certified at ..... on ....

Signatures of 2 witnesses.

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AROHA: Incorporated Entities for Personal Empowerment and Support— Strategies, Objects and By-laws

The most valuable resource for a person with a disability, as for anyone, is a circle of friends or personal support network. For someone who is vulnerable, it may be good to consider incorporating an entity to supplement or succeed the role of parents in ensuring the person has a good life.

The first Aroha in Ontario was incorporated in 2002 with and around a man in Guelph. This Aroha has shared its experience with other circles of families and friends who want to incorporate. One condition of an agreement with GSA for a home of one's own is that the person has an Aroha. See Chapter D for an Aroha agreement.

An Aroha entity can be helpful in many circumstances, whether or not it is a person wants to live in a home of his own. Each vulnerable person and situation is different and unique. If you are considering incorporating an Aroha around your loved one, you should think through what you need and consult your lawyer. Please refer the advice in our Questions and Answers below, and consider especially the following questions:

- We already have a circle of friends and a personal support network. Do we need a legally incorporated Aroha entity as well?
- Whom can we ask to be directors on our incorporated Aroha entity?
- How can we start an incorporated Aroha entity around our relative with a disability?
- What are the legal requirements for an Aroha entity for personal empowerment and support in Ontario?
- How can such an Aroha entity maintain our son/daughter's good life when we no longer can?

What is an Aroha entity for personal empowerment and support?

An Aroha is formed when a group of committed family members and friends join together with a person who is vulnerable because of disabilities to incorporate an organization according to the laws of the province, state or nation in which they

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live. This entity has the objects and legal powers to address the vulnerable person's planning and support needs, to create solutions, and to manage resources in ways that are responsive and accountable.

The Maori word "Aroha" (from Aotearoa/New Zealand) is used as the generic term for incorporated entities for personal empowerment and support (similar to "microboards" in British Columbia or "self-directed support corporations" in various American states).

Aroha means the various qualities and values that are needed in a caring circle of friends. Its meanings include affection, love, charity, compassion, empathy, concern, trust, pity, understanding and true friendship—all in active ways, not just ideas or feelings.

Who should be interested in Aroha entities for personal empowerment and support?

Incorporated Aroha entities have great potential interest for:

- Persons who have disabilities that make them vulnerable or socially isolated and limit their abilities to carry through business decisions about their lives. An incorporated Aroha entity should be an option for anyone who has a developmental, physical, mental, cognitive, or communication disability.
- Everyone who cares about a relative or friend with a disability, as an Aroha can provide a platform for inviting community support to broaden and continue the good things being done by family and friends
- Communities who can see the benefits of families and friends having real and responsible roles in protecting vulnerable and otherwise socially isolated persons from abuse, and generally promoting safety in communities
- Governments who are reassured that, with its legal powers and responsibilities, the incorporated Aroha entity functions enough like an agency to receive disability support dollars and provide fiscal management
- Prospective foundation supporters who appreciate Aroha entities for their success in leveraging family and community investments.

What can an incorporated Aroha do for personal empowerment and support?

In essence, by ensuring that available resources and supports are used for the

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individual, in keeping with her/his wishes and needs—now, and into the future, after parents are no longer available to take care of the many details that add up to quality of life.

First, members and supporters of the Aroha entity ensure that the person with a disability has ways to understand options and make decisions about her/his life. We recommend a supported decision-making agreement.

Second, an incorporated Aroha entity can have legal powers to:
a) receive and administer individualized funding directly from Government
b) administer trust funds set up by families
c) be the employer of record for support workers
d) own and maintain property such as the home of the person with a disability
e) make contracts and agreements with independent service providers and consultants
f) make contracts with facilitators and agencies that may provide "second-level" supports
g) carry liability insurance.

This seems a new idea: has its value been proven anywhere?

Aroha entities for personal empowerment and support may be new for Ontario. However, entities called Microboards, with similar powers and functions, have already proved themselves since the 1980s in western Canada.

- The Microboard was invented and named by David Wetherow in Winnipeg in the mid-1980s, as a creative response to the movement of Manitobans out of long-stay institutions. For the Wetherows' brief history of microboard design and development, click on http://www.community-works.net/articles/microboard.htm
- Entities called Microboards are most numerous in British Columbia where150 have become vehicles for the practical involvement of over 700 friends and family members. The Vela Microboard Association provides exchange of information and support. Click on http://www.microboard.org
- Microboards are also being created in various US jurisdictions.
- Microboards, as developed by the Vela Microboard Association, are praised as conducive to quality of life. See, for example, ***A Textured Life: empowerment and adults with developmental disabilities*** by Alison Pedlar et al. (Wilfrid Laurier University Press, 1999).

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We already have a circle of friends and a personal support network. Do we need an incorporated Aroha as well?

All these can help persons with disabilities to have better lives. All stress the critical importance of relationships with friends. All are ways that a family can invite friends and community allies to understand the needs and values of its relative with a disability and to help plan for a more secure future.

Friends in circles, networks and incorporated entities (such as Aroha, microboards, self-directed support corporations) would agree that the elements of a good life and a secure future are, as presented in ***A Good Life*** by Al Etmanski of PLAN™:

- Sharing your vision
- Building relationships in a strong circle or network of friends
- Creating a home that offers sanctuary
- Making a contribution
- Ensuring choices
- Developing your will and estate plan
- Securing the plan

PLAN™ creates personal support networks that are more formal and more enduring than circles of friends. PLAN and its affiliate organizations are committed to maintain lifelong networks around the relatives of lifetime members and to monitor their quality of life and services.

A legally incorporated entity, such as Aroha or microboard, is definitely more formal than a circle of friends or a personal support network on the PLAN model. It may be chosen by families with one or more of these characteristics:

- few or no near relatives to take trustee roles when the parents are no longer able to support their daughter/son
- a wish to help kind friends who may assume roles as directors by more exactly defining their responsibilities
- complex needs including difficulties of communication
- disabilities and circumstances that call for individualized supports and funding.

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Whom could we ask to be directors of our incorporated Aroha?

We may think that those who become directors of boards are typically lawyers, accountants, businessmen or ex-politicians. These people may bring useful skills and connections to any incorporated entity on which they serve.

But far more important for an Aroha entity for personal empowerment and support are those who really know and respect the focus person through spending good time together and "deep listening" to what are most important in their lives. Directors who share the values of the focus person and her/his family can use their legal powers to ensure that all available resources are responsibly used to support a good life.

The focus person and some family members may certainly be directors of an incorporated Aroha entity. It is good to plan for 4-5 other directors who are of different ages, abilities and interests and can bring various skills and connections to their roles. No individual who is currently paid to support the focus person can be a director.

Parents and siblings of persons with disabilities may feel short of friends. They have usually been too preoccupied with the special needs of their child to develop a wide range of good social relationships. They have had to be disciplined and self-reliant to survive. They may not feel they have been sympathetically supported by extended family members. They may hesitate to ask their few friends to take on what they imagine will be considered an unwelcome task.

We should know that there are people who care about our family. These friends may not have known how to help and may welcome an opportunity to be of service, especially when the roles are /well defined. They may respect us for planning for the future. They may see their experience on such an entity as valuable for future responsibilities in their own families. They may even find joy and fulfilment in relating to other friends in the circle /network and entity.

Families who do not feel brave enough directly to ask friends and relatives to be part of the circle of friends or entity, may hire a facilitator to help them.

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How can we start a legal Aroha entity around our son/daughter?

First, think through all the following questions. Don't rush this phase, as it is essential to the longterm success of the Aroha entity and a good life for the person with a disability.

- Do we really need an incorporated Aroha entity, or would our family, circle of friends, or personal support network be enough for our relative's needs, now and in the future?
- What do we want the Aroha entity to do, now and in the longer-term future?
- Who of our relatives and friends would be willing and able to be directors? How well they know our relative with a disability? What gifts and abilities will they bring? Do they represent various ages, abilities and interests?
- Can we handle the work of incorporation or do we need to engage a lawyer?

What are the legal requirements for incorporating an Aroha entity in Ontario?

It is quite possible to set up a non-for-profit corporation without share capital in Ontario with the objects of obtaining and managing supports for a named individual.

The founding directors may feel able to handle most of tasks of incorporation, or you may consult a lawyer. See the ***Not-for-Profit Incorporators' Handbook,*** by the Ontario Attorney-General at:
http://www.attorneygeneral.jus.gov.on.ca/english/family/pgt/nfpinc/incorp.asp

a) Choose a corporate name. An appropriate name might be: "Friends of [person's name]", for example, "Friends of Adam Smith." You will have to pay an approved searcher of records to ensure that the name you choose is not already in use and to produce what is called a NUANS Report. For a corporate name that includes the name of a living person, you will also have to get the approval of that person.

b) Download (or otherwise obtain) the form for the Application for Incorporation of a Corporation without Share Capital (Ontario).

c) Complete the form with the following information:
i. corporate name

ii. address (which may not be a post office box)

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iii. full names and addresses of all persons who are to be directors (For the Ontario Companies Branch, there must be at least three directors aged at least 18; it is advisable to have between 5 and 7 directors of an Aroha entity for personal empowerment and support)

iv. objects of incorporation, with the principal object stated first, then secondary objects if any. "It is advisable to keep the objects short but broad in nature." The objects of a corporation without share capital cannot contain a clause contrary to Section 126 of the Corporations Act which states that a corporation shall be carried on without the purpose of gain for its members.

v. Under special provisions, a non-profit non-charitable corporation must include the "No Gain for Members" clause which is pre-printed on the form. You may also state the provision that, on dissolution of the corporation and after payment so all debts and liabilities, any remaining property shall be distributed or disposed of to charities.

vi. Names, addresses and signatures of the applicants for incorporation; these must include all the persons identified as directors in iii. above.

d) Submit the completed forms in duplicate with the NUANS report and the incorporation fee to the Companies Branch in Toronto. The basic fee was $155 in 2002, when you could request expedited processing within 10 business days for an additional $100.

e) When starting up an entity for personal empowerment and support, you should also draft relevant bylaws to guide the directors on membership, election and qualifications of directors, and requirements and procedures for meetings and records.

f) Directors should all be aware also of the ongoing responsibilities of an Ontario non-profit corporation--as to filing, changing any legal information, record-keeping, auditor, and meetings. For information about these ongoing responsibilities, see "Corporate Maintenance" at
http://www.attorneygeneral.jus.gov.on.ca/english/family/pgt/nfpinc/corpmaintain.asp

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How can an incorporated Aroha entity maintain our son/daughter's good life when we no longer can?

- An Aroha entity that has practised administering the necessary supports and services during the parents' lifetime is able to keep these going smoothly through the time of emotional loss.
- An Aroha entity that is committed to "listening" to the person with a disability through, for example, a supported decision-making agreement, will continue to respond to the person's changing needs and evolving abilities.
- An Aroha entity that continues to recruit new friends and community allies and to renew itself will keep expanding the person's network of relationships
- An Aroha entity may be named as a trustee for special funds that may be set up under the parents' wills

MODEL OBJECTS FOR AN INCORPORATED AROHA ENTITY FOR PERSONAL EMPOWERMENT AND SUPPORT

The general object is to be an Aroha for the personal support and empowerment of [XX] a person with significant disabilities, who has asked trusted friends to help him to manage the supports and services he needs for a good life in his community.

The specific objects are:

1. To support XX to understand the main factors that affect his life and well-being, to respond to the initiatives he expresses, and to ensure his needs and wishes are heeded;
2. To promote the support and respect of XX by workers and friends in his community who understand how he copes with severe disorders and who respect the alternative and augmentative ways in which he communicates;
3. Upon receiving the appropriate authority from XX and at his direction, to lawfully receive and manage funding for which he is eligible, including income support and disability support dollars from Government;
4. Upon receiving the appropriate authority from XX and at his direction, to lawfully receive and manage funds from family trusts or other special grants;
5. To monitor the quality of all supports and services provided to XX;

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6. To advocate for additional supports and resources should they become necessary;
7. To monitor legislation and policies which affect him, and to assist in developing services and policies which affect him;
8. To develop sources of income as may from time to time be appropriate, including carrying on such business or other activities as are incidental to the foregoing objects;
9. To do all such other things as are incidental and ancillary to the attainment of the foregoing purposes and the exercise of the powers of the Corporation.

In furtherance of the objects, the Corporation shall have the following powers:
1. To make contracts with and pay any employees, independent service providers and consultants;
2. To enter into arrangements with tenants or homesharers who may live in XX's residence to provide him with practical and social support;
3. To hold any and all assets in any form whatsoever to further the objects of the corporation.

Upon dissolution of the Corporation, any assets remaining after payment and satisfaction of debts and liabilities shall be transferred to an organization or organizations, having cognate or similar objects, which carry on their work solely in Canada.

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ROLE OF AROHA IN AGREEMENTS WITH HOUSING TRUST (HT) AND TRANSFER PAYMENT AGENCY (TPA)

XX understands:
My Aroha will assist me directly by ensuring my well-being. Members of my Aroha will also ensure that I have opportunities for a positive and proactive role in planning, decision-making and efforts towards continuous quality improvements;

- We will recruit, select, support, direct and supervise my tutors, personal support workers as well as all relief, part-time and occasional staff. The staff who will be hired will understand my job expectations and will support me in achieving the outcomes listed below:
  - Each day needs to have a purpose and a routine that I am comfortable with
  - I will have meaningful and useful work, continued learning and exercise
  - I learn, and can be sure that the people working with me are helping me to learn, about the choices I have. In particular, I can choose the activities which interest me and can change them if I later decide that I don't like them
  - I will gain more independence in being able to communicate with people
  - I will achieve a sense of satisfaction with my life so I can manage the hard times better

- We will recruit, select, support, direct and supervise the people who may wish to live with me;

- We will provide advice and other legal and financial information as required by the HT Board

- We will provide advice and any information needed to assist and enable TPA to fulfill its requirements under this agreement

- We will cooperate fully with TPA in meeting its responsibility under the terms of this agreement with the MCSS. We will provide all information needed by TPA to meet its statutory responsibilities and to maintain our

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mutual compliance with all relevant federal/provincial acts and regulations as well as the policies of the MCSS

- We will authorize TPA to receive all funds and process payments on my behalf as required

- We will review information provided by TPA concerning financial transactions made on my behalf and the amount of available funding remaining to me to implement the support plan within the funding/budget period. We will take appropriate action as necessary or recommended to ensure that we do not commit funding beyond our fiscal allocation.

- My Aroha will provide me with ongoing support with respect to personal and financial choices and actions in operating the household (and/or other) accounts for which the support cluster will be fully responsible. My Aroha will ensure that I am assisted to understand the choices that are available and to be able to express those choices in ways that are valid and reliable

- We will cooperate with TPA and the Regional Office of MCSS in the monitoring of continuous quality improvement (see attached statement). My Aroha will assist TPA in the administration of the checklist as needed

- We will establish and maintain all necessary connections with professional resources and consultants

- We will have primary responsibility for advocating for my needs, including all activities concerning the budgetary process with the Regional Office of the MCSS

- We know that my Aroha and HT agree to indemnify the TPA and the MCSS against any liability arising from any occurrence or incident in the implementation of this agreement.

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FXX: FRIENDS OF X ... X ...
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FXX: FRIENDS OF X ... X ...
BYLAW #1

PART I - PURPOSE OF BYLAW, LOCATION OF HEAD OFFICE, AND PURPOSES OF CORPORATION

1.01 - Purpose of Bylaw

This bylaw relates generally to the transaction of the affairs of **FXX**, a non-profit Corporation without share capital incorporated under the Ontario *Corporations Act* (Ontario Corporation) on 20--.

1.02 - Head Office

The Head Office of the Corporation shall be in the City of ....., County of ....., in the Province of Ontario. The directors may, from time to time, determine the specific location of the Head Office.

1.03– Purposes of Corporation

The general object is to be an Aroha for the personal support and empowerment of [XX] a person with significant disabilities, who has asked trusted friends to help him to manage the supports and services he needs for a good life in his community.

The specific objects are:

1. To support XX to understand the main factors that affect his life and well-being, to respond to the initiatives he expresses, and to ensure his needs and wishes are heeded;
2. To promote the support and respect of XX by workers and friends in his community who understand how he copes with severe disorders and who respect the alternative and augmentative ways in which he communicates;
3. Upon receiving the appropriate authority from XX and at his direction, to lawfully receive and manage funding for which he is eligible, including income support and disability support dollars from Government;
4. Upon receiving the appropriate authority from XX and at his direction, to lawfully receive and manage funds from family trusts or other special grants;
5. To monitor the quality of all supports and services provided to XX;
6. To advocate for additional supports and resources should they become necessary;

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7. To monitor legislation and policies which affect him, and to assist in developing services and policies which affect him;
8. To develop sources of income as may from time to time be appropriate, including carrying on such business or other activities as are incidental to the foregoing objects;
9. To do all such other things as are incidental and ancillary to the attainment of the foregoing purposes and the exercise of the powers of the Corporation.

In furtherance of the objects, the Corporation shall have the following powers:
1. To make contracts with and pay any employees, independent service providers and consultants;
2. To enter into arrangements with tenants or homesharers who may live in XX's residence to provide him with practical and social support.
3. To hold any and all assets in any form whatsoever to further the objects of the corporation.

Upon dissolution of the Corporation, any assets remaining after the payment and satisfaction of the debts and liabilities shall be transferred to an organization or organizations, having cognate or similar objects, which carry on their work solely in Canada.

PART II - DEFINITIONS

In this bylaw and any other bylaws of the Corporation, the following words, unless the context requires otherwise, shall have the following meaning:

"FXX" means **FRIENDS OF X... X...**
"Corporation" means **FRIENDS OF X... X...**
"Act" means the *Corporations Act* of Ontario as amended or substituted from time to time;
"Letters Patent" means the Letters Patent incorporating FXX and any supplementary letters patent;
"Regulations" means the Regulations made under the Act as from time to time amended;
"Bylaw" means any bylaw of FXX from time to time in force and effect;
"Board" means the Board of Directors of the Corporation acting as a quorum as authorized by the constitution and these by-laws;
"Board resolution" means

i. a resolution passed at a meeting of the Board by a simple majority of the votes cast by those directors entitled to vote at such a meeting; or
ii. a resolution that has been submitted to all the directors and consented to in writing by 75 % of the directors who would have been entitled to vote on it in person at a meeting of the Board;

"Directors" means those persons who have become either appointed, elected, first or replacement directors in accordance with these bylaws and have not ceased to be directors;
"Executive" means the Executive Officers of the Corporation as defined in Part VI of this by-law;

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"Member" means any person who becomes a member of the Corporation in accordance with the requirements of Part III of this by-law. Where "member" is used in this by-law, it shall be deemed to mean a member of the Corporation;
"Signing Officer" means, in relation to any instrument, any person authorized to sign on behalf of the Corporation pursuant to Part VII of this by-law;

Words importing the singular include the plural and vice versa, and words importing a male person include a female person and a corporation.

PART III - MEMBERSHIP

3.01 - Eligibility for Membership

Members of the Corporation are the applicants for incorporation of the Corporation, and those persons who support the purposes of the Corporation and are approved by the board. The board may create two classes of members: voting directors who serve on the Board of FXX and supporting members who are kept informed and may support XX's good life through their interests and connections with the community.

3.02 - Voting Rights

Only directors have voting rights.

3.03 - Membership Records

Every member shall furnish to the Corporation the address of his or her usual residence or place of business or an address to which all notices intended for the member shall be mailed or delivered.

3.04 - Protection of Members

No member of the Corporation shall, in his or her individual capacity, be liable for any debt or liability of the Corporation beyond the amount of any subscription, dues or fees payable by him or her to the Corporation.

PART IV - MEETINGS

4.01 - Annual General Meeting

The first annual general meeting of the Corporation shall be held no later than 18 months after incorporation. Subsequent meetings must be held at least one time per calendar year, and in no event more than fifteen months since the previous annual meeting. The following business shall be conducted at the annual general meeting, which shall also be an occasion to share information with the supporting members.

(a) receiving and approving minutes of any previous annual general meeting;
(b) receiving and approving financial reports and any other reports;
(c) electing Board of Directors;
(d) appointment of auditors and authorizing the Board to fix the remuneration of the auditor;
(e) and any other business that may be properly brought before the meeting.

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PART V - BOARD OF DIRECTORS

5.01 - Powers of Directors

The Board of Directors shall be responsible for:

(a) the overall direction of the Corporation;
(b) developing and approving policies of the Corporation; and
(c) managing and directing the affairs and property of the Corporation.

The directors may, on behalf of the Corporation, exercise all the powers that the Corporation may legally exercise under the Act, Letters Patent or otherwise, unless the directors are restricted by law or by the members from exercising those powers.

5.02 - Number of Directors

The Board shall endeavour to ensure that there are at least five (5) elected directors of the Corporation, and in any event there shall be no more than eight (8) elected directors. XX shall be a director and both his mother and father may be directors.

5.03 – Qualifications

(a) Every director shall unreservedly subscribe to and support the purposes of the Corporation, and understand and respect AB's life plan and priorities.
(b) A director shall be at least eighteen (18) years of age.
(c) As far as possible, the Corporation will seek to elect directors representing people of various ages and talents.

5.04 - Term of Office

(a) A director shall be elected for a two (2) year term and may sit on the Board of Directors for a maximum of eight (8) consecutive years. An individual who has served on the Board of Directors for the maximum number of consecutive years shall be eligible for re-election to the Board on the same terms and conditions after a one (1) year absence.
(b) Every director and officer shall retire from office at the close of the annual general meeting in the year in which his term expires; but if no successor is elected or appointed and the result is that the number of directors would fall below three, the person previously elected or appointed as director continues to hold office until such time as successor directors are elected or appointed.

5.05 - Termination of Office

(a) The office of a director shall be terminated upon the occurrence of one of the following events:
    (i) if the director fails to maintain the qualifications specified in Article 5.03;
    (ii) if by notice in writing to the Corporation, the director resigns his or her office and such resignation is accepted by the Board by a simple majority vote
(b) The office of a director may be terminated by resolution of the Board if the director is absent for four (4) consecutive complete meetings of the Board of Directors.

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5.06 - Vacancies

If a vacancy occurs on the Board, the remaining directors, if constituting a quorum, may appoint a qualified person to fill the vacancy

5.07 - Quorum

A quorum for a meeting of the Board of Directors shall be three (3) of the directors.

5.08 - Meetings of the Directors

(a) Meetings of the Board may be called by the president, vice-president, the secretary or any two (2) members of the Board.

(b) No formal notice of any meeting of the Board shall be necessary if all the elected directors are present or if those absent have indicated their consent to the meeting being held in their absence.

(c) The Board may appoint a day or days in the month or months for regular meetings at an hour to be named. If regular meetings are scheduled, no additional notice is required. A meeting of directors may also take place without notice immediately after an annual general meeting.

(d) No error or omission with respect to notice for a meeting of the Board shall invalidate the meeting or invalidate or make void any proceedings taken or had at the meeting.

(e) The president or, in his or her absence, the vice-president shall chair any meeting of the Board. If no such officer is present, the directors shall choose one of their number to chair the meeting. The Board may appoint a recording secretary, who is not a director, and who shall have no right to vote, to take the minutes of its meetings. Otherwise, the secretary of the Corporation shall act as secretary of the Board of Directors.

5.09 - Procedure and Votes to Govern

(a) Directors of the Board shall conduct business according to the principles of consensus decision-making, trying to reach agreement on all issues. It is important that XX understand and agree to all decisions

(b) A director shall not participate in the discussion or vote on a motion or resolution with which he or she has a conflict of interest.

5.10 - Remuneration of Directors

The directors of the Corporation shall serve without remuneration and no director shall directly or indirectly receive any profits from his or her position as director. A director may be paid reasonable expenses incurred by him or her in the performance of his or her duties.

PART VI - OFFICERS

6.01 - Number of Officers

The officers of the Corporation shall be the president, vice-president, secretary, treasurer and past president. The positions of secretary and treasurer may be combined into one position where the directors consider it appropriate. Together these officers constitute the executive of the Corporation.

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6.02 - Election and Term of Officers
The officers shall be elected by Board of Directors from amongst themselves each year at the first meeting of the Board of Directors following the annual general meeting. The officers shall serve until the next annual general meeting or until he or she resigns in writing or is removed from office by resolution of the Board of Directors.

6.03 - Vacancies
If a vacancy occurs in any office, the Board, at its next meeting, may appoint a qualified person to fill the vacancy for the remainder of the term.

6.04 - Duties of Officers
The officers of the Corporation shall have the following duties:

(a) President - chair all meetings of the Corporation and of the Board, when present in person and able; have general supervision of the affairs of the Corporation; sign all by-laws and execute any documents as may be required by these by-laws; perform any other duties which the Board may, from time to time, assign;

(b) Vice-President - exercise any or all the duties of the president in the absence of the president or if the president is unable for any reason to perform those duties; and perform any other duties which the Board may, from time to time, assign;

(c) Secretary - keep and maintain the records and books of the Corporation, including the registry of officers and directors, the registry of members, the minutes of the annual general meetings or special meetings and meetings of the Board, the by-laws and resolutions; have custody of the corporate seal; certify copies of any record, registry, by-law, resolution or minute; give notice as required for the annual general meeting, special meetings and meetings of the Board of Directors; and perform any other duties which the Board may, from time to time, assign; and

(d) Treasurer - keep and maintain the financial records and books of the Corporation; sign cheques or other documents as may be required under these by-laws; assist the auditor in the preparation of the financial statements of the Corporation; and perform any other duties which the Board may, from time to time, assign.

PART VII - BUSINESS OF THE CORPORATION

7.01 - Fiscal Year
The fiscal year of the Corporation shall end on March 31st of each year.

7.02 - Signing Officers
The Corporation shall have a minimum of three (3) signing officers who are Board members and one (1) of whom shall be the treasurer of the Corporation. In addition, the Board may appoint, as it sees fit, additional signing officers who are not directors. All contracts, obligations, transfers, cheques and other corporate documents may be signed on behalf of the Corporation by any two (2) officers, one of whom must be a director of the Corporation.

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7.03 - Banking Arrangements
The banking business of the Corporation shall be transacted with such banks, trust companies, or other financial institutions as may, from time to time, be designated by or under the authority of the Board. Any banking business shall be transacted with such agreements, instructions and delegations of power as the Board may, from time to time, prescribe or authorize.

7.04 - Auditors
This part applies only when the Corporation is required or has resolved to have an auditor.
(a) The first auditor shall be appointed by the Board which shall also fill any vacancy occurring in the office of auditor.
(b) At each annual general meeting, members of the Corporation shall appoint an auditor to hold office until he is re-elected or his successor is elected at the next following annual general meeting.
(c) An auditor may be removed and shall be promptly informed in writing of his appointment or removal. The Board shall appoint auditors for the Corporation to hold office during the next year following or until successors are appointed.
(d) No director or employee of the Corporation shall be auditor.
(e) The auditor may attend general meetings.
(f) The Board may choose to appoint an Audit Committee consisting of two or more members of the Corporation who are not either directors or employees.

7.05 - Borrowing Powers
In order to carry out its objects, the Board may, on behalf of and in the name of the Corporation, raise or secure the payment or repayment of money in any manner it decides including the granting of guarantees, in particular, but without limiting the foregoing, by the issue of debentures.

7.06 - Agents and Employees
The Board may appoint any agents and retain any employees that it considers necessary. The persons appointed or retained shall have the authority and shall perform the duties prescribed by the Board. The remuneration for any agents or employees shall be approved by the Board by resolution.

PART VIII - INDEMNIFICATION
The Corporation shall indemnify and save harmless the directors, their heirs, executors and administrators, and estates and effects, respectively from time to time and at all times from and against:
(a) all costs, charges and expenses whatsoever that he or she sustains or incurs or about any action, suit or proceeding that is brought, commenced or prosecuted against him or her, for or in respect of any act, deed, matter or thing whatsoever made, done or permitted by him or her in the execution of the duties of his or her office; and

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(b) all other costs, charges and expenses that he or she sustains or incurs in or about or arising from or in relation to the affairs except costs, charges or expenses that are occasioned by his or her wilful neglect or default.

The Corporation may purchase and maintain insurance for the benefit of any or all directors, officers, employees or agent against personal liability incurred by any such person as a director, officer, employee or agent.

PART IX - ENACTMENT AND AMENDMENT OF BYLAWS

(a) Bylaws of the Corporation may be enacted, repealed, amended, altered, added to or re-enacted in the manner contemplated in, and subject to the provisions of, the Corporations Act.

(b) Subject to the provisions of Sections 9 (c) and 9 (d) hereof, all prior bylaws, resolutions and other enactments of the Corporation heretofore enacted or made are repealed.

(c) The provisions of Section (b) shall not extend to any bylaw or resolution heretofore enacted for the purpose of providing to the Board the power or authority to borrow.

(d) Provided however that the repeal of prior bylaws, resolutions or other enactments shall not impair in any way the validity of any act or thing done pursuant to any such repealed bylaw, resolution or other enactment.

PART X - DISSOLUTION

10.01 - Requirements for Dissolution

The Corporation is expected to last for the lifetime of XX. The organization may be dissolved following four-fifths (4/5ths) vote of the votes cast by members at a meeting called specifically to consider a motion of dissolution. The membership shall receive sixty (60) days prior notice of any meeting to consider a motion of dissolution stating the purpose of the motion and the specific date, time and place of the meeting

10.02 - Winding Up and Disposition of Assets

Upon dissolution of the Corporation, any asset remaining after the payment and satisfaction of the debts and liabilities shall be transferred to an organization or organizations having cognate or similar objects which carry on their work solely in Canada.

PART XI - EFFECTIVE DATE

This bylaw shall come into force without further formality upon its enactment.

PASSED by the Board of Directors and sealed with the corporate seal this day of , 200..

President **Secretary**

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Guelph Services for the Autistic as Housing Trust

What is a Housing Trust? GSA uses the term with two levels of meaning.

One is the sum of the formal and informal relationships of trust around each person, when an agreement is made to support the lifelong occupancy by a vulnerable person in his or her own home. Such an agreement is legally defined and subject to several conditions.

The term is also used for the charitable not-for-profit corporation that has embraced the vision, mission and function of making these agreements with individual persons and may support several vulnerable persons in homes of their own.

The term Housing Trust has been often used to mean a fund or mechanism for creating affordable housing in municipalities and regions all over the world, with several safeguards—usually involving public funding. We share that general function, but with a special emphasis on supporting a person with a disability (autism in our case) to have his or her own home. Our use of the term also involves more shades of meaning of "trust"—so that persons and their families can trust that good arrangements, made in advance, will be carried out. Trust is involved among more partners.

Guelph Services for the Autistic (GSA) is a charitable, not-for-profit organization, incorporated in Ontario since 1980, that reorganized itself in 1997. GSA's mission is to help adults with Autism to live good whole person-directed lives in their own homes, supported by people they choose, by holding and administering property in trust for each person's lifetime, subject to necessary personal and financial safeguards.

GSA is not a transfer payment agency, and does not seek regular government funds. All GSA work is done by volunteers; there are no paid staff.

GSA is concerned that all supports in a person's life are well planned and co-ordinated to form the basis for a good whole life. But GSA itself does not have direct support functions outside its important role as a housing trust. GSA depends on each

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person's Aroha to take responsibility for support workers and caregivers and the co-ordination of everyday life to ensure successful occupancy.

For each person with whom GSA makes an agreement to support them in a home of their own, there must be assurances that all the costs of occupancy will be covered. So far, this has meant a commitment by the person and his or her family. As another safeguard, each person supported by GSA must also have an Aroha, an incorporated entity with directors representing the circle of friends, to be responsible for most aspects of personal support, including supported decision-making.

To encourage vulnerable persons and the families and friends to plan well, GSA also organizes or shelters various projects and information services that support its mission. Bridges over Barriers is an ongoing project, dedicated to helping adults who do not use their voices to express themselves in reliable alternate ways. The Ontario Adult Autism Research & Support Network (OAARSN) website and Listserv offers opportunities for support, encouragement and information sharing and promotes positive and respectful approaches in supporting adults with autism.

GSA's by-laws are similar in many ways to those of any charitable not-for-profit corporation in Ontario that supports human and social services. There are two distinctive features that ensure that the interests of adults with Autism are always of central importance in the board's decisions.

One is in the membership structure. "Active members" are persons with Autism who are signatories to a current and binding Occupancy Agreement with GSA. "Associate members" are persons who have indicated a desire to be a member of GSA, usually because they are family members or friends of a person with Autism. "Proactive members" are persons with Autism who are interested in discussing an Occupancy Agreement with GSA.

Another distinctive feature of GSA's constitution is the election of up to four GSA directors directly by "active" members.

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GUELPH SERVICES FOR THE AUTISTIC

BY-LAW #1

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GUELPH SERVICES FOR THE AUTISTIC
BY-LAW #1

PART I - PURPOSE OF BY-LAW, LOCATION OF HEAD OFFICE AND CORPORATE SEAL

1.01 - Purpose of By-Law

This by-law relates generally to the transaction of the affairs of Guelph Services for the Autistic, a Corporation without share capital incorporated under the Ontario *Corporations Act* (Ontario Corporation #453617) in August 1980.

1.02 - Head Office

The Head Office of the Corporation shall be in the City of Guelph, or the County of Wellington, in the Province of Ontario. The directors may, from time to time, determine the specific location of the Head Office.

1.03 - Corporation Seal

There shall be a Corporation seal for the Corporation.
An imprint of the seal is impressed in the margin.

PART II - DEFINITIONS

2.01 - Definitions

In this by-law and any other by-laws of the Corporation, the following words, unless the context requires otherwise, shall have the following meaning:

"GSA" means Guelph Services for the Autistic;

"Corporation" means Guelph Services for the Autistic;

"Act" means the *Corporations Act* of Ontario as amended or substituted from time to time;

"Regulations" means the Regulations made under the Act as from time to time amended;

"By-law" means any by-law of GSA from time to time in force and effect;

"Letters Patent" means the Letters Patent incorporating GSA and any supplementary letters patent;

"Active Member" means an individual who is admitted to the membership of the Corporation under paragraph (a) of Article 3.01 of this by-law;

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"Associate Member" means an individual who is admitted to the membership of the Corporation under paragraph (b) of Article 3.01 of this by-law;

"Pro-active Member" means an individual who is admitted to the membership of the Corporation under paragraph (c) of Article 3.01 of this by-law;

"Board" means the Board of Directors of the Corporation;

"Executive" means the Executive Officers of the Corporation as defined in Part VI of this by-law;

"Homesharer" means an individual who lives in property owned by the Corporation for the purpose of providing support or companionship to individuals who are active members;

"Meeting of Members" includes annual general meetings of members and any special meetings of members;

"Member" means any person who becomes a member of the Corporation in accordance with the requirements of Part III of this by-law. Where "member" is used in this by-law, it shall be deemed to mean a member of the Corporation;

"Occupancy Agreement" means an agreement between the Corporation and any individual with a developmental disability for the purpose of granting a right of occupancy in property owned by the Corporation;

"Signing Officer" means, in relation to any instrument, any person authorized to sign on behalf of the Corporation pursuant to Part VII of this by-law;

"Voting members" means members admitted to the membership under paragraphs (a) and (b) of Article 3.01 of this by-law.

PART III - MEMBERSHIP

3.01 - Eligibility for Membership

The following persons shall be eligible for membership in the Corporation:

(a) "Active members"-- Individuals with Autism who are signatories to a current and binding Occupancy Agreement with the Corporation

(b) "Associate members"-- Individuals who have indicated a desire to be a member of the Corporation, and have submitted an application for membership to the Board, which the board has approved.

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(c) "Proactive members" – Individuals with Autism who are interested in discussing an Occupancy Agreement with the Corporation. Proactive members can be accepted by simple majority resolution of the Board. Such proactive members do not have voting rights.

3.02 - Admission to Membership

(a) Any individual who is eligible for membership under paragraph (a) of Article 3.01 shall automatically be a member of the Corporation, should such individual so choose.
(b) Any individual who is eligible for membership under paragraph (b) or paragraph (c) of Article 3.01 may be accepted as a member by a simple majority resolution of the Board, provided that the Board shall not be forced to consider any application nor vote by resolution on any application within 45 days of the annual meeting of members.

3.03 - Membership Fees

There shall be no set membership fee for any category of membership. Donations are appreciated and official tax receipts will be issued for donations of at least $25.

3.04 - Voting Rights

(a) Subject to Article 3.04 (c), each individual who is eligible for automatic membership under paragraph (a) of Article 3.01 shall be entitled to one (1) vote and shall be considered a voting member.
(b) Subject to Article 3.04(c), each individual who is eligible for and is admitted as a member under paragraph (b) of Article 3.01 shall be entitled to one (1) vote and shall be considered a voting member.
(c) Beginning in calendar year 1998, all voting members must be admitted to the membership at least 30 days prior to exercising a right to vote at any meeting of members.

3.05 - Other Rights of Members

Every individual member in good standing and, where applicable, who has paid the annual membership fee for that year is entitled:
(a) to attend any meeting of the Corporation; and
(b) where a member is a voting member, to vote at any meeting of the Corporation; and
(c) where a member is a voting member, to run for election to the Board of the Corporation.

3.06 - Termination of Membership

Membership shall cease:
(a) upon the death of a member;
(b) if a member has not renewed his or her membership; and, where applicable, has not paid the annual membership fee within thirty (30) days from the end of the membership year;

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(c) if the member resigns by written notice given to the secretary;
(d) if the member no longer qualifies for membership in accordance with these by-laws; or
(e) if the membership has been terminated by a vote of at least two-thirds (2/3rds) of the voting members at a meeting duly called for that purpose. Notice of the meeting shall be served upon the member and shall set out the grounds for the proposed termination of his or her membership.

3.07 - Year End

The year end shall be December 31st.

3.08 - Membership Records

Every member shall furnish to the Corporation the address of his or her usual residence or place of business or an address to which all notices intended for the member shall be mailed or delivered.

3.09 - Protection of Members

No member of the Corporation shall, in his or her individual capacity, be liable for any debt or liability of the Corporation beyond the amount of any subscription, dues or fees payable by him or her to the Corporation.

PART IV - MEETINGS OF MEMBERS

4.01 - Annual General Meeting

The annual general meeting of the Corporation shall be held at least one time per calendar year, and in no event more than fifteen months since the previous annual meeting. The following business shall be conducted at the annual general meeting:
(a) receive and approve minutes of any previous annual general meeting;
(b) receive and approve financial reports and any other reports;
(c) election of Board of Directors;
(d) appointment of auditors and fixing or authorizing the Board to fix the remuneration of the auditor; and
(e) any other business that may be properly brought before the meeting.

4.02 - Special Meetings of Members

The directors may, from time to time, call a special meeting of the members of the Corporation. The directors shall call a special meeting of the members of the Corporation if at least ten percent (10%) of the voting members of the Corporation request that a special meeting be called.

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4.03 - Place of Meetings

Meetings of the members shall be held at the head office of the Corporation or elsewhere as the executive or the president may, from time to time, determine.

4.04 - Notice of Meetings

(a) Notice of the annual general meeting shall be given to the members by the Secretary at least fifteen (15) days before the date of the annual meeting. Notice of a special meeting of members shall be given to the members by the secretary at least seven (7) days before the date of the meeting.

(b) Any notice required to be given under the by-laws or otherwise shall be deemed to have been given if it is:
(i) delivered personally to the person to whom it is given;
(ii) delivered to the person's address as recorded in the Corporation's records;
(iii) mailed to the person's address as recorded in the Corporation's records by prepaid ordinary mail;
(iv) sent to the person's address as recorded in the Corporation's records by any means of transmittal or delivery (including facsimile and electronic mail).
A notice shall be deemed to have been given when it is delivered personally or to the person's address, or three (3) days after it was mailed or otherwise transmitted.

(c) The notice shall specify the business to be attended to at the annual general meeting or special meeting of members.

4.05 - Quorum

Quorum for the annual general meeting or for a special meeting of the Corporation shall be as follows:

(a) if the total voting membership is less than eighteen (18) members, quorum shall be one half (1/2) or six (6) members of the Corporation present in person, whichever is less, provided that at least two (2) voting members, other than directors, are present in person at the meeting; or

(b) if the total number of voting members of the Corporation equals eighteen (18) or more, quorum shall be one third (1/3rd) of the membership or ten (10) members of the Corporation present in person, whichever is less, provided that at least two (2) voting members, other than directors, are present and in person at the meeting.

4.06 - Chairperson and Secretary

The president or, in his or her absence, the vice-president, shall chair any meeting of members. If neither officer is present within fifteen (15) minutes from the time fixed for holding the meeting, the persons present and entitled to vote shall choose one (1) of the members to chair the meeting. The secretary of the Corporation shall be secretary of any meeting of members. If the secretary of the Corporation is absent, the chairperson shall appoint someone to act as secretary of the meeting.

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4.07 - Voting

(a) Subject to Article 3.04 (c), each voting member is entitled to one (1) vote. The chair of the meeting is entitled to a casting vote in the event of a tie on any matter before that meeting that has been voted upon by the voting members.
(b) A vote at a meeting may be given by proxy in writing delivered to the secretary no later than forty-eight (48) hours prior to the meeting.
(c) A member shall not participate in the discussion nor vote on a motion or resolution with which he or she has a conflict of interest.

4.08 - Adjournment

Any meeting of the Corporation may be adjourned to any time and from time to time. No notice shall be required for any adjournment. An adjournment may be made with or without a quorum being present.

PART V - BOARD OF DIRECTORS

5.01 - Powers of Directors

The Board of Directors shall be responsible for:
(a) the overall direction of the Corporation;
(b) developing and approving policies of the Corporation; and
(c) managing and directing the affairs and property of the Corporation.

The directors may, on behalf of the Corporation, exercise all the powers that the Corporation may legally exercise under the Act, Letters Patent or otherwise, unless the directors are restricted by law or by the members from exercising those powers.

5.02 - Number of Directors

The board shall endeavour to ensure that there are at least six (6) elected directors of the Corporation, and in any event there shall be no more than nine (9) elected directors. The immediate past president of the Corporation shall automatically be entitled to be a director of the Corporation.

5.03 - Qualifications

Each director shall be a member in good standing of the Corporation at least thirty (30) days prior to his or her election to the Board of Directors and shall remain a member in good standing throughout his or her term of office. A director shall be at least eighteen (18) years of age and shall not be an undischarged bankrupt person. A director shall not be an employee of the Corporation or of Guelph Services for the Autistic and shall not be a Homesharer.

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5.04 - Election of Directors

The election of directors shall take place at each annual general meeting of members. The directors shall be elected under the following conditions:

(a) Individuals who are members under paragraph (a) of Article 3.01 ("Active Members") shall each appoint one director, up to a maximum of four directors. In the event that the association has more than four Active Members, the Active Members will elect four members to the board

(b) The Immediate Past President shall be elected to the Board as a Director [replaces "as the ninth Director"]. Should the Past President choose not to sit as a Director, the Associate Members shall elect another Director in his or her place.

(c) Individuals who are admitted as members under paragraph (b) of Article 3.01 ("Associate Members") shall elect a number of directors consistent with section 5.02 and (a) and (b) above.

5.05 - Term of Office

A director shall be elected for a two (2) year term and may sit on the Board of Directors for a maximum of six (6) consecutive years. An individual who has served on the Board of Directors for the maximum number of consecutive years shall be eligible for re-election to the Board on the same terms and conditions after a one (1) year absence. The board shall endeavour to ensure that the term of office of close to one-half of board members expires each year.

5.06 - Termination of Office

(a) The office of a director shall be terminated upon the occurrence of one of the following events:

(i) if the director fails to maintain the qualifications specified in Article 5.03;

(ii) if by notice in writing to the Corporation, the director resigns his or her office and such resignation is accepted by the Board by a simple majority vote; or

(iii) if at a special meeting of members, a resolution is passed by two-thirds of the votes cast by the members present at the meeting that the director be removed from office.

(b) The office of a director may be terminated by resolution of the Board if the director is absent for four (4) consecutive complete meetings of the Board of Directors.

5.07 - Vacancies

If a vacancy occurs on the Board, the remaining directors, if constituting a quorum, may appoint a qualified person to fill the vacancy until the next annual general meeting. In the absence of a quorum, the executive or president shall immediately call a special meeting of the members to fill the vacancy.

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5.08 - Quorum

A quorum for a meeting of the Board of Directors shall be three (3) of the directors.

5.09 - Meetings of the Directors

(a) Meetings of the Board may be called by the president, vice-president, the secretary or any two (2) members of the Board.

(b) No formal notice of any meeting of the Board shall be necessary if all the elected directors are present or if those absent have indicated their consent to the meeting being held in their absence.

(c) The Board may appoint a day or days in the month or months for regular meetings at an hour to be named. If regular meetings are scheduled, no additional notice is required. A meeting of directors may also take place without notice immediately after an annual general meeting or a special meeting of members to transact any business.

(d) No error or omission with respect to notice for a meeting of the Board shall invalidate the meeting or invalidate or make void any proceedings taken or had at the meeting.

(e) The president, or in his or her absence, the vice-president shall chair any meeting of the Board. If no such officer is present, the directors shall choose one of their number to chair the meeting. The Board may appoint a recording secretary, who is not a director, and who shall have no right to vote, to take the minutes of its meetings. Otherwise, the secretary of the Corporation shall act as secretary of the Board of Directors.

5.10 - Votes to Govern

(a) Subject to Article 5.10 (c), the directors shall vote on any resolution arising at any meeting of the Board. A majority of votes shall decide the resolution. In the case of a tie vote, the chair of the meeting shall have a casting vote in addition to his or her original vote.

(b) A declaration by the secretary that a resolution has been carried and entry to that effect in the minutes shall be admissible in evidence as *prima facie* proof of the fact without proof of the number or proportion of the votes recorded in favour or against any resolution.

(c) A director shall not participate in the discussion nor vote on a motion or resolution with which he or she has a conflict of interest.

5.11 - Remuneration of Directors

The directors of the Corporation shall serve without remuneration and no director shall directly or indirectly receive any profits from his or her position as director. A director may be paid reasonable expenses incurred by him or her in the performance of his or her duties.

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5.12 - Policy Development

Policies of the Corporation shall be developed or changed by the Board by resolution. At each annual general meeting, the Board shall advise the membership of all policies that have been approved or changed since the previous annual general meeting.

5.13 - Procedure

The business of the Board shall be conducted and dealt with in accordance with the most recent edition of *Robert's Rules of Order*.

5.14 -- Honorary Members of the Board of Directors.

From time to time the nominating committee may submit to the annual general meeting a motion to appoint people to the post of Honorary Member of the Board of Directors as recognition of their exemplary service to GSA. There shall be no limit on the number of people who can be so recognized, nor on their terms of appointment. Honorary members of the board shall be invited to attend board meetings and to participate in discussions at the meetings, but they shall not have voting privileges by virtue of their position as honorary board members. An honorary member of the board can also become an elected member of the board under the provisions of section 5.04.

PART VI - OFFICERS

6.01 - Number of Officers

The officers of the Corporation shall be the president, vice-president, secretary, treasurer and past president. The positions of secretary and treasurer may be combined into one position where the directors consider it appropriate. Together these officers constitute the executive of the Corporation.

6.02 - Election and Term of Officers

The officers shall be elected by Board of Directors from amongst themselves each year at the first meeting of the Board of Directors following the annual general meeting. The officers shall serve until the next annual general meeting or until he or she resigns in writing or is removed from office by resolution of the Board of Directors. The term of office is one (1) year with a maximum of three (3) consecutive years in each office.

6.03 - Vacancies

If a vacancy occurs in any office, the Board, at its next meeting, may appoint a qualified person to fill the vacancy for the remainder of the term.

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6.04 - Duties of Officers

The officers of the Corporation shall have the following duties:

(a) President - chair all meetings of the Corporation and of the Board, when present in person and able; have general supervision of the affairs of the Corporation; sign all by-laws and execute any documents as may be required by these by-laws; perform any other duties which the Board may, from time to time, assign;

(b) Vice-President - exercise any or all the duties of the president in the absence of the president or if the president is unable for any reason to perform those duties; and perform any other duties which the Board may, from time to time, assign;

(c) Secretary - keep and maintain the records and books of the Corporation, including the registry of officers and directors, the registry of members, the minutes of the annual general meetings or special meetings and meetings of the Board, the by-laws and resolutions; have custody of the corporate seal; certify copies of any record, registry, by-law, resolution or minute; give notice as required for the annual general meeting, special meetings and meetings of the Board of Directors; and perform any other duties which the Board may, from time to time, assign; and

(d) Treasurer - keep and maintain the financial records and books of the Corporation; sign cheques or other documents as may be required under these by-laws; assist the auditor in the preparation of the financial statements of the Corporation; and perform any other duties which the Board may, from time to time, assign.

PART VII - BUSINESS OF THE CORPORATION

7.01 - Fiscal Year

The fiscal year of the Corporation shall end on December 31st of each year.

7.02 - Signing Officers

The Corporation shall have a minimum of three (3) signing officers who are Board members and one (1) of whom shall be the treasurer of the Corporation. In addition, the Board may appoint, as it sees fit, additional signing officers who are not directors. All contracts, obligations, transfers, cheques and other corporate documents may be signed on behalf of the Corporation by any two (2) officers, one of whom must be a director of the Corporation. The secretary of the Corporation may affix the corporate seal to any document that must be sealed.

7.03 - Banking Arrangements

The banking business of the Corporation shall be transacted with such banks, trust companies, or other financial institutions as may, from time to time, be designated by or under the authority of the Board. Any banking business shall be transacted with such agreements, instructions and delegations of power as the Board may, from time to time, prescribe or authorize.

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7.04 - Auditors

Members of the annual general meeting shall appoint auditors for the Corporation to hold office during the next year following or until successors are appointed. The auditors so appointed shall either be certified accountants, or shall consist of a volunteer committee of members of the organization which does not include members of the board, so long as that is consistent with all legal requirements of the organization.

7.05 - Borrowing Powers

The Board may from time to time:

(a) borrow money on the credit of the Corporation by obtaining loans or advances or otherwise;

(b) issue, sell or pledge securities of the Corporation;

(c) give a guarantee on behalf of the Corporation to secure the performance of an obligation of any person; and

(d) assign, transfer, convey, hypothecate, mortgage, pledge, charge or give security in any manner upon any or all of the real or personal, moveable or immoveable property rights, powers, choses in action, or other assets, present or future, of the Corporation to secure any such securities or other securities of the Corporation or any money borrowed or to be borrowed or any obligation or liabilities as aforesaid or otherwise of the Corporation heretofore, now, or hereafter made or incurred directly or indirectly or otherwise;

(e) delegate any or all of the foregoing powers from time to time to any one or more of the directors or officers of the Corporation as the Board considers appropriate;

provided that, except where the Corporation borrows on the security of its real or personal property, its borrowing power shall be limited to borrowing money for current operating expenses.

This clause shall remain in force and be binding upon the Corporation as regards any person acting upon the faith of a copy of this clause certified by the Secretary of the Corporation until such person has received written notification from the Corporation that this clause has been repealed or replaced.

7.06 - Agents and Employees

The Board may appoint any agents and retain any employees that it considers necessary. The persons appointed or retained shall have the authority and shall perform the duties prescribed by the Board. The remuneration for any agents or employees shall be approved by the Board by resolution.

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PART VIII - COMMITTEES

8.01 - Nominating Committee

The Nominating Committee shall be a standing committee of the Board, and shall consist of at least two members, at least one of whom is a Director. The Nominating Committee shall, whenever possible, seek input of the active members during its deliberations. The Board shall appoint the Nominating Committee from year to year during the meeting at which the officers are elected. The Nominating Committee shall:

(a) advise the members at each annual general meeting with respect to suitable individuals for the Board of Directors;
(b) in advance of the Annual General Meeting, conduct a review of the skills and expertise required by the Board of Directors, solicit nominations of potential Board members from members of the corporation, prepare a slate for the Board of Directors, and notify the members of the corporation of the nominations;
(c) at least twenty (20) days prior to the annual general meeting ensure that the slate for the Board of Directors is completed and that all members are notified of the nominations;
(d) solicit any further nominations from the floor at the annual general meeting.

8.02 - Other Committees

The Board may, from time to time, appoint any other committee or committees that it considers necessary or appropriate. The Board shall, when appointing any committee, set out the purposes of the committee, its procedures and powers, provided that the committee shall not exercise any of the powers or carry out any duties that are legally required to be exercised or carried out by the Board of Directors.

8.03 - Appointment of Chairpersons

The Nominating Committee shall make recommendations to the Board of Directors regarding the appointment of chairpersons of committees of the Corporation. The Board of Directors shall appoint chairpersons of committees by resolution.

8.04 - Additional Committee Members

Subject to Article 8.01, the chairperson of each committee shall add such additional members from within or without the Board of Directors as he or she considers advisable for the proper functioning of the committee.

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8.05 - Procedure

Unless otherwise ordered by the Board, each committee shall have the power to fix its quorum and to regulate its procedure, including notice of meetings to its members, maintaining records of its meetings and reporting to the Board.

PART IX - INDEMNIFICATION

9.01 - Indemnification of Directors

The Corporation shall indemnify and save harmless the directors, their heirs, executors and administrators, and estates and effects, respectively from time to time and at all times from and against:

(a) all costs, charges and expenses whatsoever that he or she sustains or incurs or about any action, suit or proceeding that is brought, commenced or prosecuted against him or her, for or in respect of any act, deed, matter or thing whatsoever made, done or permitted by him or her in the execution of the duties of his or her office; and

(b) all other costs, charges and expenses that he or she sustains or incurs in or about or arising from or in relation to the affairs except costs, charges or expenses that are occasioned by his or her wilful neglect or default.

PART X - ENACTMENT AND AMENDMENT OF GENERAL BY-LAWS

10.01 - Enactment of By-law

By-laws of the Corporation may be enacted, repealed, amended, altered, added to or re-enacted in the manner contemplated in, and subject to the provisions of, the Corporations Act.

10.02 - Repeal

Subject to the provisions of Sections 10.03 and 10.04 hereof, all prior by-laws, resolutions and other enactments of the Corporation heretofore enacted or made are repealed.

10.03 - Exception

The provisions of Section 10.02 shall not extend to any by-law or resolution heretofore enacted for the purpose of providing to the Board the power or authority to borrow.

10.04 - Proviso

Provided however that the repeal of prior by-laws, resolutions or other enactments shall not impair in any way the validity of any act or thing done pursuant to any such repealed by-law, resolution or other enactment.

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PART XI - DISSOLUTION

11.01 - Requirements for Dissolution

The organization may be dissolved following four-fifths (4/5ths) vote of the votes cast by members at a meeting called specifically to consider a motion of dissolution. The membership shall receive sixty (60) days prior notice of any meeting to consider a motion of dissolution stating the purpose of the motion and the specific date, time and place of the meeting.

11.02 - Winding Up and Disposition of Assets

Upon dissolution of the Corporation, any asset remaining after the payment and satisfaction of the debts and liabilities shall be transferred to an organization or organizations having cognate or similar objects which carry on their work solely in Canada.

PART XII - EFFECTIVE DATE

12.01 This by-law shall come into force without further formality upon its enactment.

PASSED by the Board of Directors and sealed with the corporate seal this .... day of ,..... in the year .....

_____

President

_____

Secretary

RATIFIED by the membership this ..... day of ..... , ...

_____

President

_____

Secretary

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Aroha in Practice

A Guelph man supported by GSA was the first person in Ontario around whom an Aroha was formed. The man (let us call him Adam) was a pioneer in creating a home of his own as a basis for a good whole life. He was fortunate that his parents were willing and able to pay for his home, and also that he had individualized funding with recognized powers to direct how the funds should be used. He also had good friends who cared about him and met with him from time to time in ones or twos or as a full support circle.

But Adam's family consisted only of his parents, who were fully committed to him but were aging. In 2000, Adam started to express his apprehensions about the future: *I am very anxious about how my life will be supported in future. I want to talk about fear. I am terrified when night comes and I fear that I will be left alone. The thing I am scared about is seeing the day my parents die. I believe that we must move as quickly..... to get things moving. I really want to feel secure... to know who will live here (10 April 2000). I'm concerned about my future security. I need to know my means of support. I need to know that there is a safety system (8 November 2000). I want to live in my house forever. I want to mind my own life as much as possible. I need to lessen dependence on my parents. I need people to count on (24 January 2001).*

Adam's parents and friends responded in several circle meetings that addressed ways of making new connections with and for him. They also proposed study of the entities called microboards, an idea taken up by GSA which offered Guelph Focus on Microboards to about 60 participants from across Ontario in November 2001. David and Fay Wetherow, who led the workshops, had developed the first microboard in Canada—in Manitoba in the mid-1980s--and then consulted to various groups and governments in Canada and the United States.

Adam's circle was so encouraged by the Wetherows' message that they decided to apply for incorporation in Ontario of an entity of personal empowerment and support. This became effective in February 2002. Since the word Microboard had been reserved and patented by a British Columbia organization, Adam's supporters looked for an alternative that could be used for an entity incorporated under Ontario laws. They wanted a distinctive word to evoke the qualities of the personal support

relationships that a vulnerable person needs. The Maori word Aroha (from Aotearoa/New Zealand) means the various qualities and values in a caring circle of friends--affection, love, charity, compassion, empathy, concern, trust, pity, understanding and true friendship—all expressed in active ways, not just well-intentioned ideas or feelings. Adam was born in New Zealand, so that was another reason for choosing Aroha.

Adam is a director of his Aroha, together with his parents and several friends who are of different ages, all younger than his parents. Directors of his Aroha are core members of his wider circle of friends who are also members of the Aroha. The other directors of Adam's Aroha bring various kinds of qualifications and life experience to their roles. They all know Adam well, show respect for him, and keep in touch by sharing parts of their lives with him. One director is a specialist in speech, language and communication: she can ensure that Adam has real opportunities to express himself and be listened to, as he does not speak with his voice. Another director (and president of the Aroha) is a professor about Adam's age who also shares interests in physical fitness and is an honorary director of GSA, the housing trust that owns and maintains Adam's home for his lifetime occupancy. A third director is younger than Adam; she was his full-time tutor for two years, is now a teacher, and settled with her husband and family in Adam's neighbourhood.

Now his Aroha is incorporated, Adam says: *I feel good knowing about Aroha. I know my future is safer. Proud to feel I'm a pioneer. I feel safer knowing that my Aroha would be in charge. Not some strangers. I'm glad that I can express this.*

Adam's Aroha is designed for his needs and situation. The essential qualities and powers of an Aroha can be adapted for the specific needs and situations of other people who are vulnerable because of some disability. They are compatible with the values and goals of personal support networks and circles of friends, individualized funding, supported decision-making, and community building. Adam's parents are still active in supporting his self-directed life, but the legal mechanisms are in place for a smooth transition when they are gone.

Adam's Aroha has a vital role in GSA's model of support for a home and good life of my own, and is party to most of the agreements set out in this book.

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AROHA Agreement

THIS AGREEMENT made this _____ day of _____ _____
(month) (year)

BETWEEN:
Guelph Services for the Autistic, (GSA) a non-profit charitable corporation,
-and- **Adam Smith**,
-and- **Friends of Adam Smith,** (FAS), an incorporated Aroha entity,

A. Terminology:
For the purposes of this document,

- *Adam* is Adam Smith
- *the family* is .....[names of parents or siblings or equivalent]
- *Friends of Adam Smith (FAS)* or *Adam's Aroha* is an incorporated not-for profit entity. Its directors now consist of Adam, his parents and three friends, who have voluntarily organized themselves as a group to safeguard and work for the interests of Adam. They are the core of Adam's larger circle of friends. FAS was incorporated in ..... [date], when Adam asked trusted friends to help him to manage the supports and services he needs for a good life in his community.
- *the housing agreement* is the agreement between Adam, the family and FAS, and GSA for the use of the property located at ..... [address] in Ontario. The housing agreement is intended to provide a home for Adam for his lifetime and to give him a lifetime right of occupancy in the property. By making this housing agreement with GSA, Adam is an "active member" of GSA.
- *the personal support agreement* is the agreement between Adam, his family, FAS, GSA, and transfer payment agency (TPA) to flow individualized funds to meet Adam's disability support costs.

B. Purposes:
The general purpose of Adam's Aroha is to support him co-ordinating and administering any and all resources for his good whole life, both now and in the longer term.

While Adam's parents still live, non-family directors of the Aroha:

1. Listen to him and keep informed of his dreams, evolving abilities and needs

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2. Share time and interests with him
3. Make connections with new friends, resources, and opportunities for learning and work
4. Be a party to any formal agreements such as: the housing/occupancy agreement with GSA; the personal support agreement with the TPA; and agreements with homesharers, live-in caregivers, support workers and consultants
5. Be aware of policies and practices of the social service system that may affect him

In the longer term, the Aroha directors would have more roles in supporting Adam to keep his good life going beyond his parents. The objects of incorporation (appended) give them the powers to do so and Adam's parents have made legal and financial plans for the future which should sustain Adam's good life and make the Aroha's tasks as simple as possible. These include:

1. Ensuring that Adam has ways to understand options and to make decisions about his life, using whatever communication works for him and maintaining his supported decision-making agreement.
2. Ensuring that available resources and supports are used to maintain Adam's good life, including any or all of the following tasks, as needed from time to time:
    a. Receiving and accounting for funding directly from Government or through a Transfer Payment Agency, monitoring the relationship with the TPA, and advocating for increased funds when necessary
    b. Administering trust funds set up by family members
    c. Monitoring and maintaining Adam's occupancy agreement with his housing trust, Guelph Services for the Autistic.
    d. Making agreements and contracts with independent service providers and consultants
    e. Making agreements and contracts with facilitators and agencies that may provide services
    f. Acting as employer of record for support workers
    g. Monitoring the co-ordination and quality of Adam's whole life

In consideration of the above noted purposes and covenants, and for other valuable considerations the sufficiency of which is acknowledged, the parties agree as follows:

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C: GSA recognizes:
1. The vital and necessary roles of Adam's Aroha in supporting his quality of life in general and enabling him to maintain his occupancy in the property (as outlined above).
2. Adam's Aroha as a party to various formal agreements that support elements of Adam's life, including: the housing/occupancy agreement with GSA; the personal support agreement with the TPA; and agreements with homesharers, live-in caregivers, support workers and consultants.
3. Adam's Aroha as an essential safeguard to sustain his good life in the longer term, when his parents can no longer support him—using the powers conferred by incorporation.
4. The directors of Adam's Aroha as honorary associate members and volunteers of GSA.
5. Friends of Adam Smith (FAS) as a related organization.

D: FAS undertakes:
1. To report regularly to GSA about Adam's evolving abilities and needs and the quality of his good life.
2. To do all within its powers to maintain his occupancy in his home.

D. Amendments
This agreement may be amended by mutual agreement among the parties. An amendment to this agreement shall not be valid unless it is in writing and properly executed by all parties.

SIGNED, SEALED AND DELIVERED by the parties hereto

this _____ day of _____, _____.

Adam _____

For FAS _____

For GSA _____

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Appendix: Objects of Incorporation of an Aroha

The general object is to be an Aroha for the personal support and empowerment of [XX] a person with significant disabilities, who has asked trusted friends to help him to manage the supports and services he needs for a good life in his community.

The specific objects are:
1. To support XX to understand the main factors that affect his life and well-being, to respond to the initiatives he expresses, and to ensure his needs and wishes are heeded;
2. To promote the support and respect of XX by workers and friends in his community who understand how he copes with severe disorders and who respect the alternative and augmentative ways in which he communicates;
3. Upon receiving the appropriate authority from XX and at his direction, to lawfully receive and manage funding for which he is eligible, including income support and disability support dollars from Government;
4. Upon receiving the appropriate authority from XX and at his direction, to lawfully receive and manage funds from family trusts or other special grants;
5. To monitor the quality of all supports and services provided to XX;
6. To advocate for additional supports and resources should they become necessary;
7. To monitor legislation and policies which affect him, and to assist in developing services and policies which affect him;
8. To develop sources of income as may from time to time be appropriate, including carrying on such business or other activities as are incidental to the foregoing objects;
9. To do all such other things as are incidental and ancillary to the attainment of the foregoing purposes and the exercise of the powers of the Corporation.

In furtherance of the objects, the Corporation shall have the following powers:
1. To make contracts with and pay any employees, independent service providers and consultants;
2. To enter into arrangements with tenants or homesharers who may live in XX's residence to provide him with practical and social support.
3. To hold any and all assets in any form whatsoever to further the objects of the corporation.

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How to Afford a Home of My Own?

How do we translate dreams and hopes into realities? It's hard enough for able-bodied people to become homeowners. A home of one's own seems unattainable by a person whose only income is a disability allowance way below the poverty line. Anyone dependent on such an allowance is forbidden to accumulate savings and, even when given or bequeathed a home, finds it impossible to pay for all the costs of maintenance. In times when social housing funds are very scarce, it's vital to think creatively of private-public partnerships.

GSA's model allows parents to provide all or part of the capital to buy a home, in several ways, and to have the peace of mind with safeguards for a good life in a home that revolves around their family member with a disability. Parents with the means might provide such funds for a separate property to be the individual home of a son or daughter from early adulthood. The property could be a detached house, duplex or semi-detached, or a condo townhouse or apartment. The parents transfer the property to GSA, which makes an agreement with the family funders to recognize the value of such capital as a non-interest-bearing mortgage that is registered on the property. GSA also undertakes to support the successful occupancy of the property by their son or daughter. In certain circumstances, the family lenders may be entitled to require GSA to repay the amount of the mortgage—if GSA fails to support the occupancy of the family member in the home, or if the family member dies or chooses to move (and GSA is not able to support him or her in a different property). Assuming the autistic person outlives her or his parents, the agreement provides for the value of the property eventually to revert to the estate, to be disposed of under the parents' will. This is the kind of agreement illustrated in the following pages.

Variants of this agreement are possible in other situations. Parents may continue to support their autistic son or daughter in the family home until they are no longer capable. They may have made a conditional agreement to deed the family home to GSA at that future date, when the various agreements in this book should become effective. GSA might also take the lead in a cohousing or co-op project involving several families with their sons and daughters.

A modified version of this agreement might be made between GSA and a foundation or other corporate benefactor that might sponsor a home for a person without family resources.

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Agreement between Housing Trust and Family Lenders Financing the Home

This Agreement made as of the _____ day of _____, 2_____
BETWEEN:

_____, a charitable non profit corporation (The "Corporation")

-AND-

_____, on joint account, with right of survivorship (the "Lender")

WHEREAS:

1. The Corporation wishes to borrow moneys from time to time from the Lender; and

2. The indebtedness represented by such borrowing is to be secured by a collateral mortgage (the "Collateral Mortgage") registered in the real property owned by the Corporation and known municipally as

_____

NOW THEREFORE in consideration of the covenants and agreements herein contained and for other good and valuable consideration (the receipt and adequacy whereof is herein acknowledged) the parties hereto agree as follows:

1. Interpretation

1.01 **Definitions.** For the purposes of this Agreement and where the context does not otherwise require, the following terms shall have the following meanings:

(a) "Corporation" means _____[name of housing trust} and any successor corporation.

(b) "Indebtedness" means all principal and premium, if any, payable pursuant to the provisions of this Agreement from time to time outstanding and all other moneys for the time being and from time to time owing pursuant to the provisions hereof;

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(c) "Lender" means _____[names of family lenders] on joint account with right of survivorship

(d) "Real Property" means the property municipally known as

_____

(e) "this Agreement", "hereto", "herein", "hereof", "hereby", "hereunder", and similar expressions refer to this Agreement and not to any particular paragraph or other portion hereof, and include any and every instrument supplemental and ancillary hereto or in implementation hereof.

1.02 **Plurality and Gender, etc.** Words importing the singular number shall include the plural and vice versa, and words importing the masculine gender shall include the feminine gender and the neuter gender.

1.03 **Headings.** The headings of the articles, paragraphs and sections hereof are inserted for convenience only and shall not affect the construction or interpretation of this Agreement.

1.04 **Applicable Law.** This Agreement shall be construed in accordance with the laws of the Province of Ontario.

2. Representations and Warranties

2.01 **Representations and warranties**

(1) Except as otherwise disclosed herein the Corporation hereby represents and warrants to the Lender and acknowledges that the Lender is relying on such representations and warranties in entering into this Agreement and in making advances of the funds provided hereunder to the Corporation, as follows:

(a) Status of corporation – The Corporation is a valid and subsisting corporation under the laws of its jurisdiction or incorporation and has full capacity and power to carry on its business and further has the power and is duly authorized to enter into, execute and deliver this Agreement.

(b) Violation of other instruments and authorization—

(i) The entering into of this Agreement by the Corporation does not conflict and will not conflict with, and does not result and will not result

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in a breach of the letters patent or the by-laws of the Corporation or any of the covenants contained in any agreement to which the Corporation is a party or by which the Corporation is bound or to which any of its property is subject.

(ii) All corporate steps and proceedings necessary to authorize the entering to of this Agreement and all other security for the Indebtedness have been duly taken or held.

(c) Compliance with by-laws – The Corporation is not in breach of any by-laws, laws, statutes, regulations, rules or orders of any government or agency thereof which would materially impair its ability to carry on its mandate or materially affect the value of its assets.

(2) The foregoing representations and warranties shall be regarded for all purposes as having been made on each date on which the Lender advances funds pursuant to Section 3.01 hereof and shall survive each advance of funds pursuant to section 3.01 hereof and shall continue in full force and effect for the benefit of the Lender.

3. Advance of Funds

3.01 **Advance.** The Lender has or shall make available the loans provided for herein to the Corporation.

3.02 **Use of proceeds.** The Corporation shall use the proceeds of any advance made by the Lender pursuant to Section 3.01 hereof for the purposes of the mandate and objects of the Corporation.

4. Amount and Payment of Indebtedness

4.01 **Schedule A.** The principal from time to time outstanding hereunder shall be evidenced in Schedule A attached hereto, which may be amended from time to time by mutual agreement of the parties.

4.02 **PROVISO.** Notwithstanding the amount(s) listed on Schedule A, in the Event of Default as herein described in Section 6 below, the Corporation shall owe to the Lender the greater of the total of the amounts listed on Schedule A or Seventy (70%) of the then current appraisal value of the Real Property.

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5. General Covenants

5.01 **Covenants.**

The Corporation hereby covenants and agrees with the Lender that so long as any of the indebtedness remains unpaid:

(a) To maintain existence—The Corporation will at all times maintain its corporate existence.

(b) To insure its assets, and specifically the Real Property

(c) Further assurances—At any and all times the Corporation will, at its expense, do, execute, acknowledge and deliver or cause to be done, executed, acknowledged and delivered all and every such further acts, deeds, conveyances, mortgages, security agreements or instruments, transfers and assurances as the Lender shall reasonably require.

(d) To register—The Corporation will co-operate at its expense to the extent necessary to register the Collateral Mortgage without delay.

(e) Expenses of Lender—The Corporation shall pay all reasonable costs, charges and expenses (including legal fees and disbursement) of or incurred by the Lender in connection with this Agreement and all ancillary documents.

5.02 **Lender entitled to perform covenants**. If the Corporation shall fail to perform any covenant on its part herein contained, the Lender may, in its discretion, perform any such covenant capable of being performed by it and, if any such covenant requires the payment or expenditure of money, the Lender may make payments or expenditures with its own funds, or with money borrowed by or advanced to it for such purposes, but shall be under no obligation to do so; and all sums so expended or advanced shall be added to Schedule A hereto, and shall be payable out of any funds coming into the possession of the Lender in priority to the Indebtedness but no such performance or payment shall be deemed to relieve the Corporation from any default hereunder nor shall the right of the Lender under this subsection impose any obligation upon the Lender to perform any covenant of the Corporation.

6. Default and Enforcement

6.01 **Events of Default**. Each and every one of the following events shall constitute an event of default hereunder ("Event of Default"):

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(a) if the Corporation shall neglect to carry out or observe any other covenant or condition herein contained on its part to be observed or performed and, after notice in writing has been given by or on behalf of the Lender to the corporation specifying such default and requiring that an end be put to the same, the Corporation shall fail to remedy such default within fifteen days of notification or, in the event that such default cannot reasonably be rectified within fifteen days (other than by reason of lack of moneys), then within a reasonable time given the particular circumstances, provided that the Corporation is diligently proceeding to remedy such default;

(b) if the Corporation ceases, or threatens to cease carrying on business or an order shall be made, or an effective resolution be passed by the Corporation for the winding-up, dissolution or liquidation of the Corporation;

(c) if the Corporation amalgamates with another organization or a transfer occurs so that there is a change in the control of the Corporation;

(d) if _____ [named person] no longer resides at the Real Property; and

(e) if the Corporation ceases to have or maintain control of the Real Property.

6.02 **Acceleration on default.** Upon the occurrence of an Event of Default, the Lender may declare the Indebtedness to be due and payable and the Corporation shall pay to the Lender the Indebtedness pursuant to the provisions of Article 4 hereof, upon the sale of the Real Property or six (6) months within the declaration of an Event of Default, whichever is sooner.

6.03 **Remedies** Upon the occurrence of an Event of Default, the Lender may proceed to enforce its rights by any action, suit, remedy or proceedings authorized or permitted by law or by equity, may file such proofs of claim and other papers or documents as may be necessary or advisable in order to have its claims lodged in any bankruptcy, winding-up or other judicial proceeding relative to the Corporation or may enforce its rights under the Collateral Mortgage, all subject to time lines in 6.02 above.

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7. Application of Funds on Realization of Security

7.01 **Application of funds.** Except as otherwise herein provided the moneys arising from any enforcement hereof and of the Security shall be applied as follows:

(a) firstly, in payment or reimbursement to the Lender of the reasonable expenses, disbursements and advances of the Lender (including the fees and expenses of any receiver or manager or receiver and manager or any similar person appointed in respect of the Corporation) incurred or made in connection with the enforcement hereof or of the Collateral Mortgage,

(b) secondly, in payment of the amount owing in accordance with Article 4 above, and

(c) thirdly, to pay the claims of any other person entitled thereto by law, and

(d) the surplus, if any, shall be paid to the Corporation.

In the event that the proceeds of realization of the Collateral Mortgage are insufficient to pay the full amount of the Indebtedness, the Corporation shall remain liable for such deficiency

8. Notices

8.01 **Notices.**

(1) To the Corporation. Any notice sent to the Corporation shall be valid and effective if delivered to the Corporation or if sent by registered mail, postage prepaid or by facsimile, addressed to the Corporation at: [full address of the Corporation]

(2) To the Lender. Any notice sent to the Lender shall be valid and effective if delivered to the Lender or if sent by registered mail, postage prepaid, addressed to the Lender at: [full address of the Lender]

(3) **Deemed receipt**. Any notice given by mail shall be deemed to have been received on the fifth business day following the date of mailing unless delivery by mail is likely to be delayed by strike or slowdown of postal workers. Any notice which is delivered by hand shall be deemed to have been received on the date of such delivery if such date is a business day and such delivery was made during normal business hours; otherwise it shall be deemed to have been received on the business day next following such date of delivery. Any notice which is delivered by facsimile shall be deemed to have been received on the date of transmission if such date is a business day and such transmission was made during normal business hours; otherwise it shall

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be deemed to have been received on the business day next following such date of transmission.

9. Miscellaneous

9.01. **Enurement and Assignment.** This Agreement shall enure to the benefit of and shall be binding upon the respective successors of the corporation and the Lender and may be assigned by the Lender, in whole or in part, in which event the Corporation shall attorn in all respects to such assignment and the assignee or assignees thereof.

In witness whereof the parties hereto have executed these presents under the hands of their proper officers in that behalf.

Date:

Named Corporation

Per:

_____

Officer. I have authority to bind the Corporation

Signatures of Lender(s)

SCHEDULE A (set out and signed on following page) states the Items of Indebtedness and effective dates.

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Rights Recognized in Occupancy Agreement

When first drafted in 1997, this agreement was innovative in several ways, and still is. It encapsulates the essence of GSA's function as a housing trust, in enabling a vulnerable person to live in her own home with dignity, respect and safety.

It is the basic and central legal agreement between the housing trust and the person. Its various clauses enable the person named in the agreement to enjoy all the benefits of lifetime homeownership and to develop her home as the basis of a whole good life, while protected against the risks of exploitation or inadvertent failure to maintain occupancy.

Alongside the more conventional legal language is a plain-language version expressed in the first person. While the home is legally the property of GSA, which takes responsibility for its safety, maintenance and financial viability, everyone concerned regards it as the home of the person named in the agreement. Utility accounts are in the person's name, for example, and mail relating to the running of the household is addressed to her. Respect for each person who makes an occupancy agreement with GSA is also expressed in the status as an "active member" and by the power to elect directors of the GSA board.

For the relationship defined in this agreement to succeed, several other agreements are needed. GSA is a party to all except the supported decision-making agreement (Chapter A) which it requires as a condition of supporting an "active member" who seeks its help to live in a "home of my own". The person herself and the Aroha are parties to all the other agreements except the family funding agreement (Chapter E) which may be needed for financial viability. Homesharers or lifesharing companions, if needed to help the named person to live in her own home, are chosen by the person and make separate agreements with GSA and the other parties involved (Chapter G).

The occupancy agreement also provides for changed circumstances of various kinds. If the named person fulfils all the stated conditions, she can remain in her home for her whole life. If the home is no longer suitable, GSA pledges to help to provide or find an alternative home under the same conditions of respect and safety.

Person-Centred Homes and Support Networks

Occupancy/Housing Agreement (Sole Occupant)

THIS AGREEMENT made this ____ day of _____, 2_____

BETWEEN: _____GUELPH SERVICES FOR THE AUTISTIC_____
a non profit charitable Ontario corporation (the "Housing Trust" or "GSA")

AND:

_____
(name of focus person, supported by family members and Aroha)

1. THE PROPERTY

1.1 This Agreement sets out the rights and obligations of XX and the Housing Trust in property located at _____[street address] in _____ [municipality] "the property"

This paper gives me the right to live at [address] _____ (the home).

2. GRANT OF OCCUPANCY

2.1 Subject to the other terms of this Agreement, the Housing Trust grants to XX a right to occupy the property for her lifetime.

I (XX) have the right to live in the home.

2.2 The grant of occupancy to XX cannot be given to anyone else without the written permission of the Housing Trust.

I cannot give other people the right to live in the home.

2.3 XX does not have any other rights or interests in the property, except those that are stated in the Agreement.

Only this paper gives me rights in the home.

2.4 XX shall always have her own bedroom and bathroom and the use of all parts of the home other than the private rooms of homesharers.

I will always have my own bedroom/bathroom and can use all parts of the home except for private rooms of homesharers.

2.5 XX's right to occupy the property will end when one of the events mentioned in Section 11 happens.

I can start living in the home now. My right to live there will end when something in section 11 happens.

3. RENT

3.1 Subject to subsections 3.3 and 3.4, XX agrees to pay to the Housing Trust rent each month on the first day of every month. The first month's rent shall be paid on the first of the month that XX moves in. The rent shall be the rent portion of the ODSP or other amount arranged between XX and the Housing Trust. Rent does not include heat and utilities.

I will pay _____ rent each month to live in the home, to start with. Heat and utilities are extra. The amounts will be reviewed each year.

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3.2 Subject to subsections 3.3. and 3.4, XX will receive sixty (60) days advance notice in writing of any change in the rent.

If the rent changes, I will be told 60 days before the change

3.3 If XX receives the Ontario Disability Support Plan (or any successor income supports or benefits), the amount of rent payable by XX shall not exceed the maximum shelter component of that benefit.

If I get ODSP (or other benefits) the rent will be no higher than the amount I get for rent.

3.4 If XX does not receive ODSP or other government benefits, or is receiving benefits that do not include a shelter component, the rent payable by XX shall not exceed forty percent (40%) of his monthly income.

If I do not get ODSP or if there is no rent part, I will not pay more than 40% of the money I get each month for rent.

4. XX's RIGHTS AND RESPONSIBILITIES

4.1 Subject to the other terms of this Agreement, XX will have the right to occupy the property for the rest of her life.

Subject to other things written in this paper, I have the right to live in my home for the rest of my life.

4.2 XX will be responsible for paying her rent on time.

I will pay my rent on time

4.3 XX will be responsible for paying her own telephone and cable television costs. These may be shared if XX shares the property with anyone else.

I will pay for my own phone and cable TV, if I use them.

4.4 XX agrees to follow the occupancy rules that are attached to this Agreement.

I will do the things written in Appendix A.

4.5 XX agrees that she will not make any major changes to the inside or outside of the property without first getting written approval from the Housing Trust. XX does not need the approval of the Housing Trust for painting or decorating the inside of the house.

I will not change my home unless the GSA says I may. But I can paint or decorate the inside without asking.

4.6 XX will act responsibly and pay the Housing Trust for any damage she does to the property

I will not damage my home. If I do, I will pay for it.

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4.7 Subject to subsection 5.3, XX agrees to help maintain the property and her share of cleaning, lawn and garden maintenance and snow and ice removal, and other minor maintenance.

I will help with cleaning, clearing snow and caring for the garden.

4.8 XX shall be responsible for insuring her own and personal belongings against damage and theft. If XX cannot afford insurance, the Housing Trust will do it for her.

I have to insure my things. If I cannot pay for insurance, GSA will do it for me.

5. RIGHTS AND RESPONSIBILITIES OF THE HOUSING TRUST

5.1 The Housing Trust shall be responsible for keeping the property in good and safe condition and shall make repairs when they are necessary. The Housing Trust shall also make any changes to the property that are reasonable and necessary to ensure that XX can continue living in the property.
The Housing Trust shall talk to XX and to her parents and friends in her Aroha entity and ask for their comments prior to making any changes to the property.

GSA will keep my home safe and will fix things. GSA may also make changes to my home if I need them, but will talk to me before making any changes.

5.2 The Housing Trust agrees to make sure that the heating and air conditioning systems are in good working order and are safe. If the heating or air conditioning system breaks down, the Housing Trust will also make sure that it is repaired as soon as possible

GSA will make sure that the heat and air conditioning are working. If they do not work, GSA will fix them.

5.3 If XX or other persons residing in the property are not able to maintain the property on their own (as stated in subsection 4.7), the Housing Trust shall ensure that the regular maintenance is done.

If I or other people in my home cannot clean, clear snow or garden, GSA will do these tasks.

5.4 The Housing Trust shall be responsible for ensuring that functioning smoke detectors are places on every floor of the property that is occupied. The Housing Trust shall also be responsible for ensuring that a functioning fire extinguisher and a carbon monoxide detector are placed in the property.

GSA will put smoke and carbon monoxide detectors on each floor and a fire extinguisher detector in my home.

5.5 The Housing Trust shall be responsible for ensuring that the property is insured.

GSA will insure my home.

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6 RIGHT OF ENTRY

6.1 The Housing Trust, or people chosen by the Housing Trust, shall have the right to go into the property at reasonable times, to:

i. inspect or repair the property;
ii. maintain the property; or
iii. check on XX if there may be an emergency.

GSA can come into the house to check, fix and clean it, or check on me if there is an emergency.

6.2 Members of the Aroha and circle of friends are welcome to visit XX at any time. Given her busy schedule, it is wise to check ahead with the homesharer that XX will be at home.

Friends in my Aroha and support circle are most welcome to visit me any time, but should check with my homesharers that I will be at home.

6.3 Notice to go into the property shall not be required where there may be an emergency.

7 TEMPORARY ABSENCE

7.1 XX may be absent from the property without terminating the grant of occupancy provided under this Agreement.

I can leave the home for a while and still have the right to live there.

7.2 During any temporary absence from the property, XX shall be responsible for paying her rent under this Agreement.

If I leave for a while, I still have to pay my rent each month.

8 ABANDONMENT

8.1 Subject to subsection 8.3, if XX abandons the property, the Housing Trust back and offer a right of occupancy to someone else after sixty (60) days from the date of abandonment. Abandoning means leaving the property without giving notice of your plan to end the occupancy.

If I leave the home without telling GSA, I may lose my right to live there.

8.2 The Housing Trust will believe that XX has abandoned the property is most of XX's possessions have been removed and if XX owes rent to the Housing Trust.

If I take most of my things and do not pay the rent, GSA can say I left for good.

8.3 The Housing Trust will make reasonable efforts to find out if XX intends to return to the property within sixty (60) days from the date of abandonment.

GSA must try to find out if I am coming back within 60 days after I leave the home.

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9 OTHER OCCUPANTS

9.1 During XX's term of occupancy, no other individual may be granted a right of occupancy in the property.

While I am living in the home, no other person shall have the right to live there.

9.2 Other individuals may live in the property for the purposes of providing support and help to XX. Individuals who live in the property

Other people may live in the home to help me. If they do, they will not have all the same rights as me.

10 TRANSFER OF OCCUPANCY

10.1 XX and the Housing Trust may, by mutual consent, transfer XX's right of occupancy to another property owned by the Housing Trust.

We may agree that I can move and have the right to live in another home owned by GSA.

10.2 Where, because of extenuating circumstances, XX decides that she needs to live elsewhere, the Housing Trust shall make all reasonable efforts to provide XX a right of occupancy in another property.

If I need to live elsewhere, GSA must try to give me a right to live in another home.

10.3 If XX transfers her right of occupancy to another property owned by the Housing Trust, the terms and conditions of this Agreement shall apply.

If I have the right to live in another home owned by GSA, the things in this paper will still apply.

11 TRANSFER OF PROPERTY

11.1 If my circumstances require it, it may become necessary for the Housing Trust to transfer title to the property to another non-profit housing corporation. Any transfer of title shall not take place unless the Housing Trust and XX's parents/friends in my incorporated Aroha (or their legal representatives) are satisfied that XX will continue to have an enforceable right to occupy the property for her lifetime under an agreement in writing containing provisions similar to those in this Agreement.

If it is necessary to transfer legal ownership of my home to another housing trust, GSA and my parents, friends and Aroha must be satisfied that all my rights to live in my home continue for my lifetime.

11.2 The transfer of title to the property to another non-profit housing corporation will be a direct transfer without a sale price. The housing corporation taking title shall be responsible for paying any costs associated with the transfer.

If it costs money to transfer the home, the other housing trust will pay.

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12 END OF AGREEMENT

12.1 This Agreement may end for any one of the following reasons:

i. XX giving written notice of her plan to end the occupancy and the date on which her occupancy will end;

ii. Subject to subsection 12.2, XX's failure to pay her monthly rent;

iii. XX's abandonment of the property;

iv. The transfer of the title of the property pursuant to Section 11.

v. XX's death.

My right to live in my home will end when I say I want to leave; or if I do not pay my rent on time; or if I leave the property and take my things with me; or when I die.

12.2 The grant of occupancy shall not be terminated for failure to pay monthly rent unless the Housing Trust complies with all relevant provisions and provides all notices required under the Landlord and Tenant Act.

I will not lose my right to live in my home if I do not pay my rent, unless GSA does the things it has to under the law.

12.3 If XX is unable to express her plan to end the occupancy in writing, she shall be allowed to express his plan in another way of her choosing.

I can say I want to leave by writing a letter to GSA Trust or by any other way I choose.

12.4 If XX tells the Housing Trust she wants to end her right to occupy the property, the Housing Trust shall verify XX's plan before ending the occupancy. The Housing Trust shall record, in writing, how and by whom XX's plan was verified.

If I tell GSA I want to leave, it will check to make sure I really want to leave. GSA will write down how they checked to make sure

13 ENFORCEABILITY

13.1 This Agreement shall be enforceable by and against the heirs, successors, assigns of XX and the Housing Trust and shall be subject to all federal and provincial laws that might apply in the Province of Ontario. This Agreement shall also be subject to all applicable municipal bylaws.

After I sign this paper, I have five days to talk with someone and get out of it.

14 CANCELLATION

14.1 XX may, within five (5) days from the day she signs this agreement, talk with a friend or advocate and cancel this Agreement.

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15 CHANGES TO THE AGREEMENT

This Agreement may be changed if XX and the Housing Trust agree to make the changes. Any changes to this Agreement shall not be valid unless it is in writing and properly signed by XX and the Housing Trust.

The things written in this paper can be changed if I and GSA agree. Any changes will have to be written down and signed by me and GSA.

16 VALIDATION OF THE AGREEMENT

16.1 This Agreement will be valid if XX signs it in any way that is usual for her.

I can sign this paper in any way I want to.

16.2 The signatures of parents/directors of the Aroha entity of personal empowerment and support are provided in support of XX's right of occupancy in the property. The Housing Trust acknowledges that XX's parents and directors of her Aroha entity are entitled to enforce this Agreement on behalf of XX and to protect her rights and interests. XX's parents are not liable for XX's obligations under this Agreement.

My parents and directors of my Aroha entity are signing this paper to protect my rights to live in my home. My parents do not have to pay rent or do the things I have agreed to do.

SIGNED, SEALED AND DELIVERED BY THE PARTIES hereto this ....day of ..... 2....

_____

XX signed

_____

_____

XX's parents/directors of Aroha entity

_____

_____

Two directors sign and apply seal of GUELPH SERVICES FOR THE AUTISTIC

A witness for each signatory also signs

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Homesharers Support Occupancy of a "Home of My Own"

Living in one's own home, enlightened as that may be, does not by itself provide enough support for a person who is severely or moderately affected by a disability. It is vital to find, inspire and appreciate the very best supporters who can help to grow a good life and keep it flourishing. Support people may include those who are paid because this is their livelihood—as caregivers, mentors, coaches or tutors and as specialists in communication, sensory integration, personal fitness, nutrition, and various kinds of therapies. Friends who are not paid, but choose to share their interests and parts of their lives, also bring valuable gifts to a vulnerable person.

Having one's own home can give an adult with a disability opportunities for another form of personal support. Homesharers can provide companionship and help with the tasks of daily living in return for sharing the home of a person with special needs--free or at a reduced cost. Homesharing of this kind is a fairly new concept in Ontario, where it has been to support the elderly and people with physical handicaps or AIDS so they continue living with dignity in their own homes. Homesharers are typically the sort of people who derive personal satisfaction from helping to meet the special needs of the people they are living with, and from the relationships which evolve between the various members of the household.

True homesharing in which the vulnerable or disabled person owns the home (or has lifelong occupancy) might also be termed lifesharing. It should be distinguished from the FamilyHome type of support in which a caring person or family owns the home and is paid a per diem rate to accommodate and care for a person with a disability. A person with a disability who lives in his or her own home makes the choices about what happens in the home and does not have to move when a support relationship might have to end. A homesharer is neither an employee nor a tenant.

All support people in the life of a person with a disability must be carefully chosen—most particularly those in an unsupervised position of trust, such as a homesharer/lifesharer. GSA upholds the right and ability of adults with autism to be centrally involved in the process of recruiting, interviewing, choosing and monitoring homesharers. GSA is involved because the right homesharers make it possible for persons with a disability to make a success of living in homes of their own. GSA also depends on the directors of a person's Aroha who support the person through facilitated planning meetings, interviews and decision-making.

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Alex, who has a full occupancy agreement with GSA for his large house and garden, has expressed wise thoughts about the qualities he needs in homesharers, making a distinction between two kinds. Students or recent graduates who may stay for shorter times and have smaller responsibilities in his household are companion homesharers who make a financial contribution below market rent in return for sharing their interests and lives for a while with Alex. An anchor homesharer, on the other hand, has much larger roles in helping Alex to run his household, and in ensuring that everything works well to support his good whole life. An anchor homesharer should be able to make a longer-term commitment.

I want to feel that the people in my house are here for me, not because the rent is cheap. I think it will be clear by the way they react to me and by the greetings and interactions. I think I will know after two real meetings and maybe a trial overnight or weekend. Homesharers should be interested in the environment, so the house will be run by people who care like me. I want loving people. In my mind loving people is loving God. I want to be able to teach but not be a guinea pig. I like to think I can inspire others.

I think the homesharers should be different from each other, but have some beliefs and interests in common. I think it is important that they devote time to getting to know me and my needs. Some understanding and willingness to learn. Their life philosophies, caring about the environment and about others. Spirituality is essential. Balance--knowing when to encourage and when to support. I think lifestyle is the key.

The anchor idea is perfect--like a mother, helping to keep things running, but not being my only friend. I think it is important for the anchor to be older than me but not too old. Build relationship first. The anchor person (or even couple, but no babies!) must know who I am. Yes it's like dating before marriage. Need to be organized but flexible. Not like wardens. I need to be central to the house. I know I won't be the only one but the central one. Taking responsibility for my special diet is essential. It is like my hostess. It will be hard to replace my mother in that way but we must be ready to accept new ways.

The GSA homesharing agreement reproduced here--with Alex, his parents, Aroha and GSA all parties with the homesharer—is the same in the main part of the agreement, with particular roles (in this case for a companion homesharer) spelled out in the Appendix.

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Homesharing Agreement

THIS AGREEMENT made this day of _____ _____
(month) (year)

BETWEEN:
Guelph Services for the Autistic, (*GSA*) a non-profit charitable corporation,
and **Alex Skelly**
and **Friends of Alex Skelly**

-and-

_____(The *homesharer*)

A. Terminology:
For the purposes of this document,

- *Alex* is Alex Skelly
- *the family* is Alex's parents _____
- *Friends of Alex Skelly (FAS)* is an incorporated Aroha entity whose directors consist of Alex and five others, who have voluntarily organized themselves as a group to safeguard and work for the interests of Alex. FAS is recognized by GSA as the successor of the former housing committee in its goal to facilitate Alex's successful occupancy of the property.
- *the property* is the property located at _____
- *the housing agreement* is the agreement between Alex, the family, FAS and GSA for the use of the property.

B. Purpose:
Alex, the family, FAS and GSA have entered into the housing agreement, which is intended to provide a home for Alex for his lifetime.

The parties to this Homesharer agreement acknowledge that under the terms of the housing agreement Alex has a lifetime right of occupancy in the property, and that he will require support and assistance to maintain such occupancy.

The purpose of this agreement is to contract to provide high quality residential support to Alex to enable him to maintain his occupancy within the property.

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In consideration of the above noted purposes and covenants, and for other valuable considerations the sufficiency of which is acknowledged, the parties agree as follows:

1. Role of Homesharer:

By entering into the agreement, the homesharer agrees:

- To live co-operatively together in the property with Alex and any other homesharers
- To provide residential support to Alex, as may be required, for the purposes of allowing him to remain living in the property, and to provide appropriate support, encouragement, assistance and supervision, as outlined in the Appendix.
- To fulfill the duties required for the smooth operation of the household as agreed with the FAS and any other homesharers, as outlined in the Appendix.
- That the provisions in the Appendix will require review from time to time, and to meet with FAS from time to time to make adjustments to it as appropriate.
- That she/he is not a tenant, and shall not have any rights as such under any Residential Tenancy legislation, but will live in the home without paying rent, may contribute a monthly amount towards the cost of utilities and food, as described in the Appendix, and will pay for all long-distance telephone calls she/he makes.
- That she/he is not an employee of Alex, GSA, FAS, nor the family
- That the primary purpose of the property is to be the home of Alex, and so agrees that: if the relationship between the homesharer and Alex does not work out, the homesharer will move out within seven days of being asked in writing to do so by GSA, acting on the request of Alex, the family, or FAS.

2. Role of GSA

- GSA is the legal owner of the property, and agrees to be responsible for its financing, maintenance and insurance.
- GSA will make legal agreements with individuals who are selected by Alex, the family, and FAS to provide residential support to Alex so he can maintain his occupancy in the property (the homesharers).
- GSA will enforce the terms of agreements with homesharers, acting on the advice or at the wish of Alex, his parents or FAS. In particular, GSA

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acknowledges the right of Alex, his family, or FAS to instruct GSA to withdraw the residential support being provided by a specific homesharer or homesharers.

- If support cannot be provided by a resident homesharer, GSA and FAS will make other support arrangements to ensure that Alex is able to maintain his occupancy in the property.
- GSA shall support the work of FAS in relation to the occupancy of the property to the extent that is practical for it to do so.

3. Role of FAS

FAS shall be responsible for:

- Working out an agreement with each homesharer which makes clear the duties of that homesharer both with respect to residential support and with respect to the smooth functioning of the living arrangements in the property
- Organizing the training of homesharers in their residential support roles
- Organizing the ongoing support for homesharers
- Ensuring that among the duties divided among the various homesharers are those required for the keeping of appropriate household accounts
- Ensuring that GSA maintains the property properly in good repair
- Ensuring that there is open and appropriate communication between the homesharers, Alex, the family, FAS and GSA.
- Reporting regularly to the board of GSA, and in particular seeking the agreement of GSA for major decisions it makes which are relevant to the role of GSA outlined in section 2.
- Meeting with homesharers from time to time to adjust their duties as appropriate.

4. Term

The homesharer shall begin to provide residential support on the date that she/he takes up residency in the property.

The first _____ month(s) from the date of the homesharer taking up occupancy in the house shall be a trial period. Towards the end of this period, the homesharer shall meet with Alex, the family, and FAS to evaluate the satisfactoriness of the arrangements to Alex and to the homesharer. At this time, the details in the appendix may be adjusted, or either party may decide to terminate the arrangement by giving written notice.

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GSA has a right to terminate this agreement:

- Immediately in the case of evidence or observation of any form of abuse
- Upon seven days notice to the homesharer, upon the request of Alex, the family, or FAS, as provided in section 1
- Otherwise, with no less than thirty days written notice given to the homesharer

The homesharer can terminate this agreement with thirty days written notice, submitted to GSA.

7. Amendments

This agreement may be amended by mutual agreement among the parties. An amendment to this agreement shall not be valid unless it is in writing and properly executed by all parties.

SIGNED, SEALED AND DELIVERED by the parties hereto this _____ day of _____, _____.

Signed

Homesharer _____

Alex _____

For FAS _____

For GSA _____

==========

Appendix: Agreement on specific duties of this homesharer, negotiated by FAS with Alex and the homesharer

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HOMESHARER AGREEMENT WITH J-S
BENEFITS, EXPECTATIONS AND SPECIFIC RESPONSIBILITIES

Benefits: J-S as homesharing companion during the summer can help everyone.
Alex

- gets practice relating to a new companion in: making some meals and eating together; looking after himself, his dog and his home; and depending on others for help he needs;
- looks forward to communication with someone who signs and is willing to use supported typing, and who can offer some shared and new leisure interests;
- knows that his dream of increasing independence in his own home is taking another step forward.

J-S

- shares a spacious home for the summer, with free room and board;
- gains unique learning and practical experience of an innovative form of support from the inside.

Alex's family, with FAS and GSA, know that Alex's plan and the GSA homesharing model are moving ahead.

Expectations: Alex says "Good homesharers, like friends, support me through what they are as well as what they do. I am looking for homesharing friends who

- Respect me as a person who is smart and has thoughts and feelings
- Listen to me and share in my ways of communicating
- Understand what it's like to be me and what helps me to cope
- See that I try my best to help and contribute to other people too
- Support me to do all I can for myself rather than doing it all for me
- Share interests and abilities with me in some lasting ways, so I learn and practise more skills and leisure activities—such as cooking, music, gardening, hiking, my relationship with my dog, meeting new friends, some kinds of volunteering together."

J-S's Specific Responsibilities

1. Being proactive in building a good relationship with Alex
2. Accepting and co-operating with Alex's modes of communication including basic supported typing

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3. Attending to Alex's health (including diet, micronutrient supplements and sensory integration) and the safety of his home
4. Regular responsibility, three evenings a week, for making and sharing dinner with Alex, with cleanup, evening activities, bath and retiring routines. We suggest Tuesday, Wednesday and Thursday (including training Alex to sort and put out the garbage).
5. Sharing in family dinners all evenings she is at home here (we will have menus that are good for all tastes and sensitivities).
6. Keeping anchor homesharer informed of her schedule and, over dinner, one evening each week (such as Monday?), discussing how everything is going.
7. Recording her experience and helping us to connect with other possible homesharers through the University and other volunteer networks
8. Co-operating in the smooth running of the whole household (as a responsible adult does in any home), including cleaning and care of her own room and the upper bathroom, doing her own laundry, and sharing in general care and cleanup of kitchen, living and common rooms.

In exchange, J-S receives free room and board and shared enjoyment of the amenities of Alex's home. She pays only for her special snacks and meals out, and for any personal use of Alex's phone for long-distance calls.

Signing this specific homesharer agreement means that the parties seriously wish this arrangement to succeed. J-S knows of no factors that could interfere with her roles as a co-operative member of the household or as Alex's companion and supporter.

Signed and dated

J-S _____

Alex _____

For FAS _____

For GSA _____

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Holding Everything Together: A Whole Self-Directed Life

GSA's mission is to support adults with moderately severe and complex symptoms of Autism who are very different from one another. Most feel uncomfortable and even extremely upset when grouped (without consulting them and perhaps against their will) with others who are considered to have similar problems. When we shift our focus to listen deeply to them and to see their lives from their point of view, it makes sense to think of support that is person-centred and self-directed. We know that the more complex the needs, the more individualized the supports must be.

For the past ten years, GSA members have shared in the efforts of organizations such as the Individualized Funding Coalition of Ontario (IFCO) and Family Alliance Ontario to advocate for direct individualized funding support for persons with disabilities. There are some signs that the Ontario Government may be moving in this direction, but it is important to keep speaking up for the principles of self-determination, citizenship, flexibility and ease of access to direct individualized funding, and ensuring safeguards through independent planning and facilitation.

When GSA developed its role as housing trust ten years ago, we knew that our adults needed disability support funds to complement the basic income support of ODSP and the capital contributions by families to the cost of the home. GSA's first active member, Anthony, was eligible for some funds, but without a clear way of using them for his needs. With the co-operation of an enlightened administrator in another region, it was possible for these funds to be flowed through his Transfer Payment Agency (TPA) to Anthony (and later to his Aroha when this was formed). As this was an innovative form of (indirect) individualized funding, the people and organizations around Anthony were required to agree to all sorts of safeguards absolving everyone else of any responsibility.

The Personal Support Agreement that follows was the result. As with other GSA documents, it is expressed in the first person, and there is a plain-language version too. The appended statement of Continuous Quality of Improvement has two main functions. One was to assure the TPA and Government that the funds were being used responsibly. More important from our point of view, this document is a systematic summary to guide all who support Anthony in his good whole life.

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PERSONAL SUPPORT AGREEMENT
between
ANTHONY BUTLER WITH HIS AROHA
and
TRANSFER PAYMENT AGENCY (TPA)
and
HOUSING TRUST (HT)

This agreement concerns the use of funding provided by the Ontario Ministry of Community and Social Services [MCSS] to support the implementation of a personal living plan. The allocated funds for implementing this agreement are based on an annualized amount of $xxxxx. This amount may be adjusted and increased by further negotiation and planning and as approved by the MCSS.

Parties to the Agreement:

1. I, Anthony Butler [AB], a man who lives with complex challenges, have developed the foundations of a good life in my community. This agreement is expressed mainly from my point of view.

2. My Aroha [FAB, Friends of Anthony Butler], an incorporated entity of personal empowerment and support formed of family members and friends, and the core of my circle of friends, with powers to receive and manage the supports I need to maintain a good life in the community.

3. [Transfer Payment Agency named, TPA] is recognized by the Ontario Ministry of Community and Social Services as a transfer payment agency for transferring funds to support persons with disabilities.

4. [Housing Trust named, HT], a not-for-profit charitable organization which functions as a housing trust to help adults and their families to implement personal support plans. HT owns and maintains my home and has made a legal agreement with me to recognize me as sole tenant for my lifetime or as long as I wish to live there.

5. Ontario Ministry of Community and Social Services [MCSS] through its XXX XXX Region administration.

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1. RESPONSIBILITIES

a. Transfer Payment Agency named [TPA]

I, **Anthony Butler**, understand that [TPA] through your accountable mechanisms as a transfer payment agency, will:

- Allow/enable/empower me (and all my caregivers, friends, Aroha entity, and any other direct service providers) to provide and co-ordinate the supports that I need to live in my home, enjoy the community and do my best;
- Act as a funding broker to facilitate the flow of MCSS funds as needed to support my direct services in my community, e.g., for housing, work and learning, health and nutrition, communication and social relationships, exercise and recreation, management of mood and movement disorders, personal support and encouragement;
- Receive support dollars provided on my behalf from the MCSS and account to the Regional Office on all expenditures up to the maximum amount approved;
- Maintain financial records of all expenditures authorized under the support agreement;
- TPA will supply monthly cheques in advance for 1/12 of the designated support dollars, the expenditure of which will be accounted for by FAB;
- Monitor and evaluate the quality of the support and assistance that is provided to me, using the standards and guidelines in my "Support Plan: Continuous Quality Improvement" and report back to me and my Aroha as well as the MCSS as required;
- Cooperate with the Regional Office of MCSS in assisting my Aroha successfully to implement my desire to live in the ways which have been expressed in my personal support plan.

I, Anthony Butler, agree that:

- Transfer Payment Agency named [TPA] will not be responsible for any costs in excess of the approved level of funding provided to TPA by MCSS.
- TPA is not expected to take responsibility for negotiating or justifying the appropriate level of funding to meet my needs or the requirements described in my personal plan.

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- TPA will not assume any responsibility or liability whatsoever associated with the implementation of my home life or place of support. It is understood that full responsibility for the health, safety and security of my life will be assumed by me, by my Aroha and by the HT.
- If TPA takes on some obligations to me, to FAB, or to the HT beyond those outlined in this document and the time and cost of meeting its obligation therefore increases, negotiation of such administration costs will take place between TPA, my Aroha and MCSS.

b. HOUSING TRUST (HT; a not-for-profit charitable corporation--Ontario Letters Patent XXXXXX)

I, Anthony Butler, want you to:

- Assist me in your capacity as a housing trust, to enable me to maintain my home and home life in the manner that I choose;
- Maintain ownership of my house and the responsibility of care and upkeep;
- Co-operate with my Aroha in meeting and reviewing the best ways to find people to share my house;
- Continue my lifelong occupancy agreement that was originally executed in XXXX
- Make legal agreements with individuals who are selected to share my home. I understand that these individuals may live in my home rent-free (or at reduced rent) and that you will undertake to protect my interests as best you are able to ensure that people I live with are neither tenants nor employed to support me;
- Indemnify TPA and the MCSS against any liability or risk arising from any occurrence or incident in the implementation of this agreement, including any liability relating to AB's employees or homesharers, and satisfy TPA that the requirements of MCSS have been met and will continue to be met at all times with respect to conflicts of interest.

c. Anthony Butler in my Aroha (an incorporated not-for-profit entity for personal empowerment and support; Ontario Letters Patent XXXXXX)

- My Aroha will assist me directly by ensuring my well-being. Members of my Aroha will also ensure that I have opportunities for a positive and

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proactive role in planning, decision-making and efforts towards continuous quality improvements;

- We will recruit, select, support, direct and supervise my tutors, personal support workers as well as all relief, part-time and occasional staff. The staff who will be hired will understand my job expectations and will support me in achieving the outcomes listed below:
    - Each day needs to have a purpose and a routine that I am comfortable with
    - I will have meaningful and useful work, continued learning and exercise
    - I learn, and can be sure that the people working with me are helping me to learn, about the choices I have. In particular, I can choose the activities which interest me and can change them if I later decide that I don't like them
    - I will gain more independence in being able to communicate with people
    - I will achieve a sense of satisfaction with my life so I can manage the hard time better
- We will recruit, select, support, direct and supervise the people who agree to live with me;
- We will provide advice and other legal and financial information as required by the HT Board
- We will provide advice and any information needed to assist and enable TPA to fulfill its requirements under this agreement
- We will cooperate fully with TPA in meeting its responsibility under the terms of this agreement with the MCSS. We will provide all information needed by TPA to meet its statutory responsibilities and to maintain our mutual compliance with all relevant federal/provincial acts and regulations as well as the policies of the MCSS
- We will authorize TPA to receive all funds and process payments on my behalf as required
- We will review information provided by TPA concerning financial transactions made on my behalf and the amount of available funding remaining to me to implement the support plan within the funding/budget period. We will take appropriate action as necessary or recommended to ensure that we do not commit funding beyond our fiscal allocation.

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- My Aroha will provide me with ongoing support with respect to personal and financial choices and actions in operating the household (and/or other) accounts for which the support cluster will be fully responsible. My Aroha will ensure that I am assisted to understand the choices that are available and to be able to express those choices in ways that are valid and reliable
- We will cooperate with TPA and the Regional Office of MCSS in the monitoring of continuous quality improvement (see attached statement). My Aroha will assist TPA in the administration of the checklist as needed
- We will establish and maintain all necessary connections with professional resources and consultants
- We will have primary responsibility for advocating for my needs, including all activities concerning the budgetary process with the Regional Office of the MCSS
- We know that my Aroha and HT agree to indemnify the TPA and the MCSS against any liability arising from any occurrence or incident in the implementation of this agreement.

2. SELF-DETERMINATION

All my service providers and informal support people will help me to make my own decisions. I have fundamental rights to make those decisions which affect how life unfolds daily. All service providers will offer encouragement, support and adequate opportunities in the process. My decision-making rights include but are not limited to: employment, education, personal goals, friends, the use of community amenities, leisure pursuits, the type of service being provided by the service provider and the manner in which the service is being provided. This includes choice in the people (paid and unpaid, formal and informal) who provide personal support, a role in describing job expectations, scheduling, supervising and evaluating staff.

3. SUPPORTS TO SELF-DETERMINATION

3.1 **My Aroha is my support circle of my family and friends.** They are people in my life who provide friendship, counsel and support in the decision-making process and assistance in monitoring service quality. They are involved in various aspects of my life and help me to meet new people in the community.

3.2 **My Key Contact is the person who can be called to talk about me.** XXXX XXXX will sign along with me so I have support to understand the nature and

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purpose of this document. In this supportive decision-making process, she will consider what she knows about me and how she observes and records my communications through supported typing and in other ways. She will also work with other family members and friends in my Aroha entity for personal empowerment and support to ensure continuity.

3.3 **XXXXX XXXXXX is president of my Aroha and my planner/broker** who will act on my behalf and with other directors of the Aroha in planning, negotiating funding necessary to achieve the objectives of the plan, supporting me and the Aroha to review and monitor the success of the plan, adjusting the plan if necessary. XXXXX is the designated person to be recognized by all parties with respect to budget negotiation with the MCSS.

4. INDIVIDUALIZED FUNDING

An individualized approach to funding is a tool to ensure an individualized supports and services. It is understood by all parties that the allocated dollars are to be used in supporting me to fulfill the objectives of my plan. Portability and flexibility are important features. Portability means that, if this agreement is terminated because of dissatisfaction, the allocated funds may be applied toward a new agreement with another service provider of my choice.

5. FLEXIBILITY

Recognizing that the need for support may fluctuate during this agreement, it is understood that the allocated funding will be flexible to enable necessary adjustments.

In the event that the allocated funds are not fully used during the terms of the contract, the following may be negotiated:

a) with the agreement of all parties, the present agreement may be extended;
b) a new agreement may be drawn up with this service provider or with another service provider subject to negotiation with the funder;
c) if neither of the above is done, the unused funds will be used to support another person.

6. MONITORING

You TPA, I and my Aroha will be watching to make sure I'm getting what I asked for, as described in my personal plan and enabling maximum self-determination.

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We will also monitor service quality through the use of a quality assurance checklist and other procedures for continuous quality improvement and by taking part in periodic reviews of the supports and services being provided.

6.1 Changes to this agreement must be in writing and signed by all parties.

6.2 Anything written down about me is mine and I can read it when I want. Service providers will keep and make available to me upon request, information and particulars about their responsibilities, e.g. housing, financial and employee information. All documentation will be respectful of me and focus on capacities. Personal records will be kept at my home unless I ask otherwise.

6.3 TPA, with its legal and financial responsibilities for this agreement, keeps a copy of this agreement on file and proper accounts, records and receipts of all income and expenses related to this agreement for audit purposes, and these records are the property of TPA.

6.4 TPA will receive invoices from my Aroha through my key contact and provide written statements monthly.

6.5 If we disagree about something, we will talk to each other about it in a timely and effective manner. We will make every effort to resolve issues and disagreements on an informal basis as they arise. If an issue cannot be resolved in this manner, we will seek mediating support in a form on which we agree.

7. MY RIGHTS AND RESPONSIBILITIES

I will make my own choices and you will respect them. I have the same human rights as everyone else under the Canadian Charter of Rights and Freedoms and the Ontario Human Rights Code. I will tell you honestly how I feel about the support you are giving me.

8. REVIEW OF AGREEMENT

We agree to review this document and the budget within 12 months, and to look at outcomes and successes and financial information in relation to meeting my needs according to the terms of my personal plan and lifestyle choice. Any mutually agreed upon revisions will be made at this time.

9. TERMINATION OF AGREEMENT

If you or I want to end this agreement, we can give two months' notice, or some other term of notice if we agree in writing.

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These papers have been explained to me in a way I understand and I agree with everything said in these papers.

Signed and dated by:

AB

Aroha Representative

HT: Housing Trust Representative

TPA: Transfer Payment Agency Representative

Schedule 1: How my good life is supported with funding: Anthony Butler's summary in plain language

Schedule 2: Anthony's support plan: continuous quality improvement

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Schedule 1
HOW MY GOOD LIFE IS SUPPORTED WITH FUNDING
Anthony Butler's Summary

As a man who lives with complex disabilities, I have developed the foundations of a good life in my community during the past five years. My family and friends are committed to me and believe in me. I am determined to understand my options and challenges and do my best. Two organizations are very important in my good life. My housing trust (HT) owns and maintains my home and recognizes me as sole tenant for my lifetime or as long as I wish to live here. My Aroha is a not-for-profit corporation of family members and friends that, with me, has powers to receive and manage the supports I need to live a good life. Both HT and Aroha support my rights to express myself and to make informed choices.

I receive special funds to pay for the time and training of my tutors, coaches and caregivers, for consultations with people who are expert in my special needs, and for equipment and supplies to support my learning, communication, health and training. Special funds have been approved by the MCSS.

An agency located in our region is willing to be my transfer payment agency (TPA) as a simple banker, recognized by the MCSS. The TPA will flow funds to my Aroha each month, and we will report on how the funds are spent. The TPA will not charge fees for simple administration. If we ask this agency to do certain tasks, we might have to pay for their services.

This is how the funding relationship among all of us will work:

1. Each month, in advance, the TPA sends a cheque for one-twelfth of the approved funds to my Aroha. We deposit this into the Aroha bank account.
2. My Aroha keeps records of all expenses and reports monthly to TPA, both about how the money has been spent and how my life is going.
3. My Aroha is responsible for the quality of support I receive from tutors, coaches, caregivers etc.
4. My Aroha is responsible for advocating for my needs, including any negotiation with the Ministry.
5. My Aroha pays HT some funds each month to maintain my home and pay for the costs of utilities and insurance. HT takes responsibility for the health and safety of my home.

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My Aroha, HT and the TPA understand and share the following values and agree to the following arrangements:

1. All the service providers, agencies and people in my life support me in self-determination, my rights to make decisions that affect how life unfolds daily. My decision-making rights include employment, education, personal goals, friends, the use of community amenities, leisure pursuits, types of services and supports. I have choice in the people (paid and unpaid, formal and informal) who provide personal support and a role in describing job expectations, scheduling, supervising and evaluating them. I will make my own choices and everyone else will respect them. I will tell honestly how I feel about the support I am given.

2. Anything written down about me is mine and I can read it when I want. All documents will be respectful of me and focus on my abilities. Personal records will be kept at my home unless I ask otherwise.

3. My special funding is to be used to support me to fulfill the objectives of my individualized plan. The funds are portable: if the agreement with a TPA ends because of dissatisfaction, the allocated funds can be used in a new agreement with a TPA that I choose. The funding is also flexible and may be adjusted to meet my changing needs.

4. XX is my Key Contact in my supportive decision-making process and my daily quality of life: she is the person to call to talk about me. XXX, president of my Aroha, is my planner/broker to act on my behalf and with other directors of my Aroha in planning, negotiating necessary funding, reviewing and monitoring my plan, and making adjustments.

5. We will review this agreement within twelve months. Changes to this agreement must be in writing and signed by all parties. If we disagree about something, we will talk to each other about it in a timely and effective manner. We will make every effort to resolve issues and disagreements informally. If an issue cannot be resolved in this manner, we will seek mediating support in a form on which we agree. If the TPA or I (with my Aroha) want to end this agreement, we can give two months' notice, or some other term of notice if we agree in writing.

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Schedule 2

ANTHONY'S SUPPORT PLAN:
CONTINUOUS QUALITY IMPROVEMENT

drafted and updated by XXXX
original... [date]; updates [dates]

SUMMARY

My plan, first presented in [date], has several crucial and interrelated parts:

- Opportunities to make informed choices about my own life and to feel control and responsibility
- Friends who understand and believe in me, organized as a circle/cluster the core of which is my Aroha entity for personal empowerment and support
- A regular, structured and well-co-ordinated pattern of activities including learning, work, recreation and community experience that is supported by both formal and informal people
- Recognition of my profound challenges and access to expert consultants for my support team
- Living in my own home with people I choose--in health and safety, and with quality of life
- Responsible use of resources, including accountability for public funds and my well-being.

To implement this plan, I with my support circle, now incorporated as an Aroha, made an agreement in [date] with [TPA] the transfer payment agency recognized by the Ministry of Community and Social Services (MCSS), for the purpose of flowing funds to my support plan. HT, the non-profit charitable corporation that owns my home in trust for my lifelong occupancy, is also a partner in this agreement.

We have learned so much together as pioneers. At my request, my support circle of family and friends has been incorporated as an Aroha entity for personal empowerment and support, [name], which becomes a corporate partner in any new agreement.

To be fully sustainable, my personalized plan may require a more adequate budget--as proposed with the original plan. My Aroha will continue to advocate for such a budget while being creative with the available resources.

My plan is distinctive for being person-centred and person-directed. I know that I inspire others by showing how a person with quite severe disabilities can be

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supported to live a good life in the community, relating to people who are not defined by their disabilities, and having a wider range of friends than those who are paid to be with me. But all this is not easy: there are no detailed charts or blueprints. For my sake, and as a guide to others who would like to implement similar individualized plans, my support team has pledged various methods of quality assurance and continuous quality improvement. Outlined here in plain language, they are all attainable if we have imagination, faith and patience.

GOALS AND STRATEGIES OF QUALITY ASSURANCE AND IMPROVEMENT

Quality assurance goals and methods must be proactive, positive and continuously reviewed for four main reasons:

a) The TPA is accountable for the proper use of public subsidy funds flowing to my personal support. Others involved in implementing my plan must keep proper records and report regularly to the TPA through the key contact who is secretary of the Aroha.

b) HT, as a charitable non-profit corporation that functions as a housing trust for Anthony, must report annually to Canada Revenue Agency on the proper use of its funds.

c) [Aroha], incorporated in [date] by me, my parents and core members of my circle of friends, is accountable for its management of the resources that are meant to support me. Above all, those who know me need procedures and checks to ensure that all the plans, funds and efforts are really being co-ordinated to benefit me. While this may seem self-evident, we need policies and procedures to ensure real accountability for me as I do not speak with my voice, and to protect me from abuse or neglect.

d) In concepts and implementation, my plan has innovative features that may be useful to other vulnerable adults and their families. So we document goals, objectives, strategies, responsibilities and outcomes, as well as the ways we address and solve new challenges.

Significant people and organizations, involved in implementing my plan, share its values, goals, objectives, strategies and safeguards:

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(i) I, **Anthony,** take seriously my central role in understanding my options and making choices and decisions about any aspect of my life and the people who support me.

(ii) My incorporated Aroha [name], formerly called my **circle or cluster**, has a crucial role in ensuring that my plan works to benefit me in real support and quality of life. Directors of my Aroha have joint corporate responsibility but also specific roles. XXX XXX, formerly advocate/broker for my plan and liaison with the Ministry in advocacy and negotiation for budgets, improved services and general co-ordination, continues these roles as president of the Aroha. The vice-president has special responsibility for overseeing the physical safety and integrity of the house and property. The secretary-treasurer (and general manager) has key roles. Individual directors have special roles with my supported decision-making and personal quality of life, finding and mentoring people to be homesharers and support workers, and ensuring that the members of my household form a harmonious community that shares the values of my support plan.

(iii) HT owns and maintains my home in trust for my lifelong occupancy, and carries liability insurance covering the implementation of my personal support plan.

(iv) My **homesharers**, whom I have a key role in choosing, provide me with care, companionship and support in return for rent-free accommodation. Several compatible and responsible adults are needed to share the various roles of supporting me and maintaining a safe, healthy and satisfying lifestyle for the whole household. One major role for one or two homesharers is to look out for my rights, well-being and quality of life in the household. Another role is that of health, safety and security officer for the household. A third role, probably shared between two homesharers, is that of bursar, looking after supplies and accounts. Homesharers with these roles report and relate to directors of the Aroha and the HT.

(vi) The Aroha, taking its lead from me, makes contracts with **several tutors and support workers, and with professional experts** who consult in the areas of augmentative and supported communication, diet and nutrition, sensory integration, anxiety and behaviour management, community inclusion, and independence technologies.

(vii) TPA has assumed the role of transfer payment agency to flow individualized subsidy funds to support my plan. XXX XXX, secretary-treasurer of my Aroha, is

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designated key contact in relating to the TPA and reporting on behalf of my support team.

The most important evidence of quality in implementing my plan is that I am content and healthy and feel satisfaction with my quality of life and range of activities and relationships. Four of the six goals of quality assurance and improvement are concerned directly with my well-being and are considered first. For each goal, we outline strategies, persons responsible and specific quality assurance checks. We add a summary of the records that will be kept and checks that will be made by my homesharers, my Aroha and the HT.

GOAL I: I am encouraged and stimulated by all effective strategies towards greater exercise of initiative and choice and to feel a sense of control over my life.

I have rights to choose and comment about the people in my immediate support team, and the activities and emphases of my daily and weekly timetables. This major goal cannot be achieved by vague goodwill and wishful thinking, but requires untiring patience and imagination by the people close to me. The following strategies are designed as vital safeguards against the kinds of abuse or neglect that can occur with a trusting person who does not speak.

Persons Responsible

Co-ordinated by the key contact person for my plan, in conjunction with the homesharer(s) and Aroha members who take particular responsibility for my well-being. Other members of my support cluster meet individually with me to facilitate my understanding of important options and my expression of my preferences and other comments. Advice from communication specialists.

Strategies:

1. My various communication methods are used consistently and integrally in the various areas of my life by people I know and trust and who will keep informed of best practices.

2. I am fully informed in advance about choices of all kinds and will be involved in planning my timetables of activities.

3. For critical decisions, three people close to me have special roles in ensuring that I am informed about my options, can make choices, and am satisfied with my life in its

various aspects. This strategy has the following stages and be used on the eve of important decisions and routinely.

a) With my agreement, questions are carefully defined for me to consider and answer, several days before the events described in (b) below, so I have time to consider important choices after I have been helped to understand them. It helps me if the choices and questions are expressed in various ways, e.g., written out and illustrated as well as spoken about, and spread through several conversations.

b) At least three of my friends arrange times and shared activities with me in settings or environments where we have optimal rapport. We also agree on the most reliable modes of communication.

c) When I meets with each communication partner, the critical questions are put to me in the context of some shared and enjoyable activity in which we are relaxed and at ease with each other. My communication partners record my answers and comments and later compare notes and share their findings with significant others in my life. Others who have used this strategy report remarkable consistency of choices and responses.

d) Any necessary changes are made in my timetable, activities or support people.

4. I have regular opportunities weekly to express my feelings and degree of satisfaction with the way my life is organized. My communication partners for these occasions include people not personally involved in my everyday activities and relationships.

Quality Assurance Checks

a) Records of my communications--daily, weekly and monthly--including topics and questions, partners and modes, and my messages, and how these were shared among homesharers, teaching and other support people, and my Aroha group.

b) Minutes of discussions of significant findings that indicate need for changes in how to support me, and of the actions taken.

c) These records, with my permission and appropriately generalized, may be shared with the partners in my plan--including Aroha, other support circle members, HT and TPA.

GOAL II: **I gain a widening range of friends with whom to share interests and relationships that give more meaning to my life (and probably to their lives too).** I

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know friends are the most important positive factor in my life—my lifeline, safety net and "bridge from my island to the mainland."

Persons Responsible

Creative ideas from my whole circle of friends are pooled by the homesharer(s) and Aroha/support cluster member(s) who take responsibility for my well-being. Advice, resources and timetable co-ordinated through key contact.

Strategies

1. Continuous and imaginative efforts to foster friendships with new community people--especially through my friends and homesharers, contacts in my neighbourhood, people for whom I work as a volunteer. While it is recognized that some of my circle of friends find it easier to help me through meetings, phone calls and paperwork of advocacy--all valuable and vital—I really need more personal contacts with individual friends or small groups.

2. Finding new friends with similar interests (exercise such as swimming and workouts, walking my dogs, music, books, puzzles and games, farms and outdoor work, my computer, trips and outings including special events and meals in restaurants).

3. Some features of my house could attract new friends--including the model railway, the piano, the naturalized garden and greenhouse, and the nearby parklands.

4. New friends may find it easier to include and relate to me in small groups.

5. New friendships should, as much as possible, not need to include my parents--so that I have scope to grow, and to decrease my dependence on them.

Quality Assurance Checks

Records kept daily and reviewed monthly, noting frequencies of meeting and size of group, and distinguishing formal and informal people and relationships which do not depend on parents.

GOAL III: **My daily, weekly and monthly timetables include a balanced structure of continued learning, work (household, paid and volunteer), exercise and community experience. There is also be a balance between skills which are**

already well known (and might become more independent) and new skills that have to be patiently learned.

I clearly state the importance of the various activities of my daily life. I have sensible ideas about the varied kinds of work I want to do, which work should be paid for, and why we work. I want to continue learning, and I know how important exercise is for me. I like to work and exercise with men. I do much better when I know in advance the structure or timetable of a day or a week—but I can manage occasional pleasant surprises. Regular timetables may be modified in detail depending on weather conditions (such as high temperatures) or my mood and movement problems when I can manage to practise familiar skills but find it impossible to focus on learning new skills. In choosing skills in which I might try to be more independent, we give priority to those that have to be done every day and those for which I do not need others for non-work reasons such as transportation.

Persons Responsible

Key contact co-ordinates timetables and priorities with me, and advises the homesharer and the Aroha member who take particular responsibility for my well-being. Professional advice, e.g., occupational therapy consultants.

Strategies

1. In drawing up timetables with my participation, there is a daily and weekly balance in activities--between those based at my home and out in the community, indoor and outdoor, sedentary and more active, and also between learning new skills and practising those that are already well known.

2. I continue to be able to learn about the range of possible activities, and to be introduced with support to new activities in which I express interest.

3. I am informed and questioned about my preferences and priorities in activities by the methods outlined in I above, and changes I consistently request are respected.

4. I am encouraged and supported to develop increasing independence and initiative in various skills and daily living activities. My degree of independence in various current skills and activities is assessed, to provide a benchmark for discussing those in which I might learn to do more for myself. Part of learning to become more independent may be getting used to support from a different person (from a primary support person to another paid support person or to a volunteer), from which the step to even more

initiative might be taken. In any case, learning to adapt to other companions is prudent in case of staff change.

Quality Assurance Checks

a) Timetables compiled and revised as necessary to show the balance of activities

b) Assessments of skill levels, compared over time. Records of efforts to attain more independence and results in maintaining skills levels or making gains great and small.

c) My communications about this major part of my life.

GOAL IV: **My individualized support plan matches my very significant needs which must be recognized. I and my support team require access to the advice of expert professional consultants.**

i. Moderately severely disabled by autism all my life, I do not speak with my voice though my receptive language is fairly good and I try hard to become proficient in alternative and augmentative systems. I am very expressive with supported typing, and also love to copy-type independently for several hours at a time.

ii. At some times especially, my brain and central nervous system are noticeably slow in processing information coming in from my senses.

iii. I seem hypersensitive to all sensory stimuli, reacting particularly to changes in weather, temperature and pressure. In my thirties, I have experienced intermittently various neurological problems with mobility and sensitivity to touch of all kinds, being disabled in ways not previously detected. My friends observe a roughly cyclical pattern--though this is now less clear than earlier in the 1990s--in which I may be perpetually hyperactive for a stretch and then locked in frozen immobility at other times. Such cyclical patterns may be expressed in and are certainly exacerbated by sleep disturbances. I can be very tense indeed, and have bad headaches. My blood pressure and hear rate can go up and down .Since the age of 30, I have had occasional grand mal seizures, now averaging one every two months.

iv. I have food sensitivities or intolerances--notably to all gluten, casein and sugar in any form or trace--and show paradoxical reactions to all drugs. I respond well to my

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special diet which uses basic organic food ingredients, and from several micronutrient supplements prescribed by my health professionals.

v. Perhaps because of my hypersensitivity to touch and texture, and fear of new situations, I strongly resist wearing new clothes and tolerate only a very narrow range of garments.

vi. For the same reasons and through my past experiences, I dislike visiting and being examined by doctors, dentists etc, even barbers, or giving blood. Because of this resistance and my paradoxical reactions to drugs, I do not use funded medicare services. What I reveal through my supported typing and what my closest supporters observe and record becomes highly relevant--either for explaining to health professionals or in indicating helpful remedies and strategies.

Persons Responsible

Homesharers and Aroha members especially responsible for my well-being and the health, safety and well-being of my household:
-co-ordinating records kept by all people around me
-seeking and sharing advice from my physician, consultant dietician and other professionals
-relating to my communication partners for discussions with me about my health

Strategies

1. With respect for my privacy, I and the people close to me continue to keep daily records of how I feel, noting any factors (weather changes, sleep disturbances, changes in my companions or program of activities) that may trigger disturbances in my state of mind or body. These records are reviewed weekly and monthly, to detect patterns of possibly troublesome factors as well as those factors that seem to reduce or offset the worst stress for me.

2. My communication partners continue to plan weekly and daily timetables with me, and through social stories help to prepare me for any predictable changes in weather, companions and routines.

3. My special diet is maintained with nutritious and interesting meals that I help to prepare.

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4. Daily relaxation exercises are continued, with the intent that I can continue these and call upon them at times of stress. I do yoga at least twice a week, a personal fitness trainer visits twice a week, and I have Reflexology treatments every other week.

5. Contact is maintained with professionals and specialists in fields that may help me. Advice from these people may need to be blended and tailored to my unique needs. One example is in helping me to accept and wear a wider range of clothing--a challenge that may need a combination of sensory integration, communication and relaxation techniques.

6. Strategies for crisis intervention and backup are needed for the rare times (less frequently than once a year) when I cannot contain and control the stress in mind and body. Strategies must be gentle, respectful, safe for everyone, and effective in calming and reassuring me so I can relax. These may include offering me:
-the means of expressing myself (especially with supported typing)
-drinks of cold water and applications of cold facecloths at pressure points
-special classical music and soothing words about how my friends understand that it's all too much for me just now, but it will pass soon and I'll feel better, and be able to sleep etc
-encouragement to rest under my weighted blanket
During the years in my own home, I have learned to feel any signs of restlessness and can often suggest to others that I need one of these gentle strategies. My supporters can also read the signs and help me to control myself by one of these strategies. They may see warning signs of an approaching crisis and take avoiding action. Drugs do <u>not</u> help at all, as they prolong and intensify the crisis for days or weeks. Nor does meeting any sign of acting out with violence or with harsh words.

<u>Quality Assurance Checks</u>
a) Records kept and graphed of my mood balance, contentment and ability to function, with indications of likely factors, both positive and negative.

b) Evidence of support with my involvement in planning and carrying through a balanced timetable of activities.

c) Evidence of balanced and nutritious diet and relaxed and pleasant household dinner meal-times;

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d) Daily records of my weight, and blood pressure and pulse readings three times daily.

e) Notes of contacts with relevant professionals.

f) Evidence of crisis intervention strategies.

g) Monthly review of my total health and well-being, considering stressful and helpful factors

h) Annual physical exam, screening and immunization by medical practitioner; annual dental exam encouraged, but I have the right to refuse

GOAL V: My home, shared with the people I choose, is a safe and satisfying living environment for all

Persons Responsible

Homesharer who is household's health and safety officer (or deputy, if that person is absent) is responsible for making and recording daily and weekly checks and tests. Consults with Housing Trust director responsible for house safety and maintenance, who reports to each HT Board meeting

Strategies and Quality Assurance Checks

1. All safety devices and procedures to protect my household against dangers of fire, burns, smoke inhalation or intrusion will be checked and tested regularly. These include:

-smoke detectors, carbon monoxide detectors, fire extinguishers, and emergency first aid kits on every level (tested monthly and serviced annually)
-exits and evacuation procedures in case of fire or other emergency (monthly)
-Fire Department inspection of property
-indoor air temperature (several times daily)
-hot-water temperatures set at maximum of 120 degrees Fahrenheit
-storage of hazardous materials of any kind
-emergency lighting to come on in power outage
-door locks and keys (daily checks, with locking up routine last thing at night)
-no smoking policy inside the house

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2. At all times, someone is particularly responsible for my physical safety and general well-being (homesharers taking this in turns at nights), with alternative backup procedures as well.

3. I discuss safety concerns and procedures (he is already sensibly cautious about water temperatures, rangetop hotplates etc.)

GOAL VI: Household, subsidy and personal accounts are kept responsibly

I am rich in my friends, my spacious home, and my imaginative plan with its high quality of life. But these are intended to compensate and plan for a present and future in which I am cash-poor and have no family except for my parents. My pension income goes to pay my monthly rent and utilities. My special diet and supplements cost about five times the average dietary costs of other people. I also need special equipment and services for communication, special exercise, continued learning, transportation and my service dog.

Accounts

Financial accountability is maintained through three main accounts: the household account used for food, utilities and small contingencies; my personal living account (with a small balance for pocket money after rent and household contributions are paid); and the account used for my disability support funds flowed through the TPA.

Strategies

1. Household accounts are kept by my anchor homesharer who acts as bursar and is responsible for receiving and paying utility bills and meeting costs of all shared food and other household consumables and small contingencies and repairs.

2. I operate my personal account for my ODSP income, supported by my key contact.

3. With by other officers of my Aroha, I am a signatory for the disability support account for funds remitted from the TPA. Records of this account in particular are summarized monthly for the TPA.

4. Accounts are balanced monthly, and any trends noted and shared with others responsible for my well-being and that of my household.

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